



WATAUGA BOARD OF EDUCATION

Margaret E. Gragg Educational Center
175 Pioneer Trail Boone, NC 28607
(828) 264-7190

WATAUGA COUNTY BOARD OF EDUCATION MEETING Electronic Meeting Originating at Margaret E. Gragg Educational Center

Link to meeting: <https://bit.ly/3aDnsw3>

View: WCS Board Meeting June 8, 2020

AGENDA

June 8, 2020

5:30 P.M.

- | | | | |
|------|----|---|--------------------|
| 5:30 | 1. | CALL TO ORDER | Board Chair |
| 5:32 | 2. | CLOSED SESSION | |
| | | A. Approval of Minutes | |
| | | B. Reportable Offenses – N.C.G.S.115C-288(g) | |
| | | C. Student Records - N.C.G.S.143-318.11(a)(1) | |
| | | D. Personnel – N.C.G.S.143-318.11(a)(6) | |
| 6:00 | 3. | OPEN SESSION/WELCOME/MOMENT OF SILENCE | Board Chair |
| 6:03 | 4. | DISCUSSION AND ADJUSTMENT OF AGENDA | Board Chair |
| 6:06 | 5. | SUPERINTENDENT'S REPORT | Dr. Scott Elliott |
| 6:11 | 6. | STUDENTS' REPORT | Ms. Haleigh Lawson |
| 6:16 | 7. | CONSENT AGENDA | |
| | | A. Approval of Minutes for 05/11/20 | Dr. Scott Elliott |
| | | B. Surplus Declaration Request | |
| | | C. Budget Amendment #3 | |
| | | D. Career and Technical Education Plan Proposal | |
| | | E. Approval of Resolution in Support of Broadband Expansion of Broadband in North Carolina | |
| | | F. Approval of Resolution Denouncing Racism and Violence and Reaffirming Watauga County Schools Commitment to Equity and Success for all Students | |
| | | G. Mowing Contract | |
| | | H. Personnel Report | |
| 6:23 | 8. | POLICIES: SUBSTANTIVE CHANGES FOR FIRST READ | Dr. Wayne Eberle |
| | | A. 4230 Communicable Diseases – Students | |
| | | B. 7560 Permitted Salary Deductions for Absences and Discipline of Certain Exempt Employees | |
| | | C. 7620 Payroll Deductions | |

6:38 9. POLICIES: SUBSTANTIVE CHANGES FOR SECOND READ Dr. Wayne Eberle

- A. 1402 Remote Participation in Board Meetings
- B. 4333 Weapons, Bomb Threats, Terrorist Threats, and Clear Threats to Safety
- C. 4400 Attendance
- D. 4700 Student Records
- E. 5015 School Volunteers
- F. 5050 Emergency Closings
- G. 6125 Administering Medicines to Students
- H. 6420 Contracts with the Board
- I. 7360/8225 Crowdfunding on Behalf of the School System

6:50 10. PUBLIC COMMENT Board Chair

Note: Anyone who wishes to address the Board should send an email to Superintendent, Dr. Scott Elliott at elliotts@wataugaschools.org prior to the board meeting on Monday, June 8, 2020

7:00 11. BOARD OPERATIONS

7:10 12. BOARD COMMENTS

7:20 13. ADJOURNMENT

14. MISCELLANEOUS INFORMATION



WATAUGA COUNTY BOARD OF EDUCATION

Margaret E. Gragg Educational Center
175 Pioneer Trail Boone, NC 28607
(828) 264-7190 (828) 264-7196

DATE: May 11, 2020

PRESENT:

Ron Henries, Brenda Reese,
Gary Childers, Steve Combs,
Jay Fenwick, Dr. Scott Elliott,
Superintendent, Dr. Steven Martin,
Asst. Superintendent

TIME: 6:00 p.m.

PLACE: Electronic Meeting Originating at the
Margaret E. Gragg Educational Center

CALL TO ORDER

OPEN SESSION

Mr. Ron Henries, Board Chair, called the meeting to order in open session at 6:00 PM. He began the meeting with a moment of silence.

DISCUSSION AND ADJUSTMENT OF AGENDA

Mr. Henries noted the addition of the School Nutrition proposal

Dr. Gary Childers moved to hold the discussion of policy 4325 Drugs and Alcohol until a later date for more discussion. Brenda Reese seconded the motion and all members approved the revised agenda.

SUPERINTENDENT'S REPORT

Dr. Elliott greeted all of the board and recognized the student representatives. He noted the event funding the We Can So You Can organization. He highlighted the Advanced Placement (AP) exams that were being held that week, and that Ms. Huffman just finished an AP exam. He announced that graduation would be held on May 30th, and that students would soon pick up caps and gowns. On May 29th, K-8 schools would hold a promotion ceremony for 8th grade students. Dr. Elliott stated that it was Teacher Appreciation week, and thanked the teachers for the hard work and effort which they had given during the previous month of remote learning. He noted that it was also School Nurses week and thanked the Nurses for the significant efforts to make the schools safer and healthier. During this month, School Principals Day was also celebrated when we can show appreciation for the many ways that they make our schools great places to learn and work.

He shared that Varsity Basketball Women's and Men's Coach, Laura Barry had received the "Eight Who Make a Difference in Sports" recognition and that it was a significant honor. Ms. Barry is also a Boone Chamber "Four Under Forty" finalist. He noted that Ms. Olivia Tarnowski had also been nominated.

STUDENTS REPORT

Ms. Huffman thanked everyone for the experiences that she had had while on the board. She said that it was very valuable during her high school career and for her future. She noted that while in remote learning, there was not much to report, but that AP exams were being held online that week. Ms. Lawson said that the teachers were doing a good job during remote learning, but that everyone missed attending school.

CONSENT AGENDA

- A. Approval of Minutes for 04/6/20
- B. Surplus Declaration Request
- C. Budget Amendment #2
- D. Approval of Amendment No.4 to Agreement for Purchase and Sale of Real Property
- E. Approval of Amended Watauga County Schools Calendar due to COVID Closure
- F. School Nutrition Bid and Proposal Renewals
- G. Personnel Report

Dr. Elliott noted that item D was a contract extension to complete due diligence for the Hodges property in Valle Crucis.

He brought the board's attention to item E, an amended calendar, which will begin the 20-21 year on August 17th.

Steve Combs moved to approve items A through G of the Consent Agenda. Jay Fenwick seconded the motion, and the vote to approve these items was unanimous.

POLICIES FOR FIRST READ

- | | |
|-----------|--|
| 1402 | Remote Participation in Board Meetings |
| 4325 | Drugs and Alcohol |
| 4333 | Weapons, Bomb Threats, Terrorist Threats, and Clear threats to safety |
| 4400 | Attendance |
| 4700 | Student Records |
| 5015 | School Volunteer |
| 5050 | Emergency Closings |
| 6125 | Administering Medicines to Students – August or Sept, Dr. Holden and Nurse Klutz |
| 6420 | Contracts with the Board |
| 7360/8225 | Crowdfunding |

Due to the agenda adjustment at the beginning of the meeting, policy 4325 Drugs and Alcohol would be addressed at a later date. During discussion, Dr. Elliott suggested that Dr. Holden and Nurse Shelly Klutz could present at a future meeting regarding procedures currently followed in schools in the operation of the health room and medication administration.

POLICIES FOR SECOND READ

4334/5035/7345	Use of Unmanned Aircraft (Drones)
4040/7310	Staff-Student Relations
7100	Recruitment and Selection of Personnel
7130	Licensure
7240	Drug-Free and Alcohol-Free Workplace
7410	Teacher Contracts

Following review and discussion, Steve Combs moved to approve the above listed policies with the exception of 4334/5035/7345 Unmanned Aircraft which will be set aside for review during the next meeting. Jay Fenwick seconded the motion, and the vote to approve these items was unanimous.

PUBLIC COMMENTS

There were no public comments at the May board meeting.

BOARD OPERATIONS

Dr. Elliott will contact the board regarding approval of a Principal for Cove Creek. There has been no word yet on the NCSBA summer conference.

BOARD COMMENTS

Each of the board members thanked Emerson Huffman for serving on the board for the last two years and wished her success at North Carolina State University. They thanked Christy Parker for making all of the arrangements for the Teacher of the Year remote interviews.

ADJOURNMENT

Gary Childers moved to adjourn, which was seconded by Steve Combs and approved by all members at 7:06 PM.

R. Ivan Henries, Board Chair

Dr. Scott Elliott, Superintendent

Declaration of Surplus Items - June 2020

Date Approved:

Green Valley

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
400046	1	HP Compaq DC 7900 Desktop Computer	1	
400048	1	HP Compaq DC 7900 Desktop Computer	1	
400049	1	HP Compaq DC 7900 Desktop Computer	1	
400050	1	HP Compaq DC 7900 Desktop Computer	1	
400051	1	HP Compaq DC 7900 Desktop Computer	1	
400052	1	HP Compaq DC 7900 Desktop Computer	1	
400054	1	HP Compaq DC 7900 Desktop Computer	1	
400059	1	HP Compaq DC 7900 Desktop Computer	1	
400061	1	HP Compaq DC 7900 Desktop Computer	1	
400155	1	HP Compaq DC 7900 Desktop Computer	1	
400156	1	HP Compaq DC 7900 Desktop Computer	1	
400158	1	HP Compaq DC 7900 Desktop Computer	1	
400159	1	HP Compaq DC 7900 Desktop Computer	1	
400164	1	HP Compaq DC 7900 Desktop Computer	1	
400165	1	HP Compaq DC 7900 Desktop Computer	1	
400166	1	HP Compaq DC 7900 Desktop Computer	1	
400173	1	HP Compaq DC 7900 Desktop Computer	1	
400174	1	HP Compaq DC 7900 Desktop Computer	1	
400175	1	HP Compaq DC 7900 Desktop Computer	1	
400177	1	HP Compaq DC 7900 Desktop Computer	1	
400179	1	HP Compaq DC 7900 Desktop Computer	1	

400181	1	HP Compaq DC 7900 Desktop Computer	1	
400190	1	HP Compaq DC 7900 Desktop Computer	1	
400191	1	HP Compaq DC 7900 Desktop Computer	1	
900337	1	Dell Precision T3500 Desktop Computer	1	
902937	1	Dell Precision T3500 Desktop Computer	1	
902942	1	Dell Precision T3500 Desktop Computer	1	
903598	1	Dell Precision T3500 Desktop Computer	1	
	32	Computer Monitor	32	
	60		60	0

Hardin Park

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
	2	Pull-Down Projection Screen	2	
50020	1	Dell Optiplex 755 Desktop Computer		1
50027	1	Dell Optiplex 755 Desktop Computer		1
500068	1	Dell Optiplex 755 Desktop Computer		1
400426	1	Dell Optiplex 755 Desktop Computer		1
500047	1	Dell Optiplex 755 Desktop Computer		1
500027	1	Dell Optiplex 755 Desktop Computer		1
500212	1	Elmo TT-02RX Document Camera		1
500029	1	Dell Optiplex 755 Desktop Computer		1
500067	1	Dell Optiplex 755 Desktop Computer		1
500028	1	Dell Optiplex 755 Desktop Computer		1
500033	1	Dell Optiplex 755 Desktop Computer		1
500023	1	Dell Optiplex 755 Desktop Computer		1
500039	1	Dell Optiplex 755 Desktop Computer		1
500046	1	Dell Optiplex 755 Desktop Computer		1
500049	1	Dell Optiplex 755 Desktop Computer		1
500041	1	Dell Optiplex 755 Desktop Computer		1
500036	1	Dell Optiplex 755 Desktop Computer		1
500043	1	Dell Optiplex 755 Desktop Computer		1
500031	1	Dell Optiplex 755 Desktop Computer		1
500042	1	Dell Optiplex 755 Desktop Computer		1
500019	1	Dell Optiplex 755 Desktop Computer		1
903597	1	Dell Precision T3500 Desktop Computer		1
500092	1	Dell Optiplex 755 Desktop Computer		1
500026	1	Dell Optiplex 755 Desktop Computer		1

500025	1	Dell Optiplex 755 Desktop Computer	1
500024	1	Dell Optiplex 755 Desktop Computer	1
500022	1	Dell Optiplex 755 Desktop Computer	1
500121	1	NEC NP400 Projector	1
500035	1	Dell Optiplex 755 Desktop Computer	1
902890	1	Dell Optiplex 380 Desktop Computer	1
902880	1	Dell Optiplex 380 Desktop Computer	1
500308	1	Dell Optiplex 380 Desktop Computer	1
500053	1	Dell Optiplex 755 Desktop Computer	1
500307	1	Dell Optiplex 380 Desktop Computer	1
300536	1	Dell Optiplex 755 Desktop Computer	1
200553	1	Dell Optiplex 755 Desktop Computer	1
500335	1	Apple iPod Touch MP Player 8GB	1
500338	1	Apple iPod Touch MP Player 8GB	1
500339	1	Apple iPod Touch MP Player 8GB	1
500345	1	Apple iPod Touch MP Player 8GB	1
500341	1	Apple iPod Touch MP Player 8GB	1
500344	1	Apple iPod Touch MP Player 8GB	1
500336	1	Apple iPod Touch MP Player 8GB	1
500337	1	Apple iPod Touch MP Player 8GB	1
500342	1	Apple iPod Touch MP Player 8GB	1
900324	1	Dell Precision T3500 Desktop Computer	1
903594	1	Dell Precision T3500 Desktop Computer	1
903603	1	Dell Precision T3500 Desktop Computer	1
903600	1	Dell Precision T3500 Desktop Computer	1
500030	1	Dell Optiplex 755 Desktop Computer	1
902887	1	Dell Optiplex 380 Desktop Computer	1
902889	1	Dell Optiplex 380 Desktop Computer	1
902885	1	Dell Optiplex 380 Desktop Computer	1
29711	1	Dell Optiplex 790 Desktop Computer	1
50026	1	Dell Optiplex 755 Desktop Computer	1
902900	1	Dell Optiplex 380 Desktop Computer	1
500038	1	Dell Optiplex 755 Desktop Computer	1
500058	1	Dell Optiplex 755 Desktop Computer	1
500480	1	Dell Optiplex 755 Desktop Computer	1
	44	Dell Computer Monitor	44
	1	HP Computer Monitor	1
	1	NEC Computer Monitor	1
	39	Computer Keyboards	39
500021	1	Dell Optiplex 755 Desktop Computer	1
500040	1	Dell Optiplex 755 Desktop Computer	1
<hr/>			
	148		87
			61

Mabel

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
600005	1	Dell Optiplex 745 Desktop Computer		1
600361	1	Dell Optiplex 745 Desktop Computer		1
600374	1	Dell Optiplex 745 Desktop Computer		1
600382	1	Dell Optiplex 745 Desktop Computer		1
600225	1	Dell Optiplex 745 Desktop Computer		1
	1	Dell Computer Monitor		1
701106	1	Haier Mini-Refrigerator		1
	1	Yellow Student Chair	1	
	2	Blue Student Chair		2
	1	Wooden Student Chair	1	
	6	Blue Student Chair	6	
	1	Yellow Student Desk		1
	18		8	10

Parkway

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
700557	1	Dell Optiplex 745 Desktop Computer		1
700812	1	Kaivac KV120 Floor Cleaner		1
	2		0	2

Watauga High School

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
36047402	1	Hitachi CPX260 LCD Projector	1	
906114	1	OTC Fuel Injection Service Kit		1
	1	Subaru Select Monitor	1	
	2	3/4" Torque Wrench	2	
28579	1	Dell Optiplex 755 Desktop Computer		1
900591	1	Snap-On 26" Tool Cabinet Top	1	
		Snap-On 26" Rolling 8 Drawer Tool		
900590	1	Cabinet	1	
	50	Broken and Damaged Tools		50
		Snap-On 26" Rolling 8 Drawer tool		
902963	1	Cabinet	1	
	1	Singer Auto-Vance II Tape Recorder	1	
	1	Black Metal Cabinet		1
		Kobalt 26" 6 Drawer w/wheels Tool		
904961	1	Cabinet	1	

80383	<u>1</u>	Trucut 4 Speed Brake Lathe	<u>1</u>
	63		54
			9

Technology Department

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
51505	1	Apple iPad 2		1
50275	<u>1</u>	Apple iPad 2	<u>1</u>	
	2		1	1

Maintenance Department

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
50619	1	Dewalt Angel Grinder D28110		1
51495	1	3M 497 Electronics Vacuum		1
51496	1	3M 497 Electronics Vacuum		1
50787	<u>1</u>	3M 497 Electronics Vacuum		<u>1</u>
	4		0	4



WATAUGA COUNTY BOARD OF EDUCATION

Margaret E. Gragg Education Center
175 Pioneer Trail, Boone, NC 28607

MEMORANDUM

TO: Dr. Scott Elliott, Superintendent
Members, Watauga County Board of Education

FROM: Ly Marze, Finance Officer

DATE: June 8, 2020

RE: 2019-20 Budget Amendment #3

Attached is Budget Amendment #3 that changes totals in Watauga County Schools 2019-20 adopted budget.

After approval of this Budget Amendment, the budget for all funds will appear as follows:

<u>Fund</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
Local Current Expense	\$ 14,187,674	\$ 0	\$ 14,187,674
State Public School	31,403,113	310,246	31,713,359
Federal Grants	2,083,852	1,086,856	3,170,708
School Nutrition	1,780,100	115,487	1,895,587
Extended Learning Centers	510,838	0	510,838
Capital Outlay	2,594,419	85,418	2,679,837
Special Revenue	622,101	982,530	1,604,631
Total	\$ 53,182,097	\$ 2,580,537	\$ 55,762,634

Watauga County Schools
BUDGET AMENDMENT #3
June 8, 2020

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2020.

BA #3-1 Explanation:

This amendment is to budget state transfers and additional state allotment dollars as reflected in DPI revisions #52-55.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
1.5110.003.162	Non-Instructional Support	3,475
1.5110.011.163	National Boards - Sub Pay	1,000
1.5110.009.184	Benefits/Longevity and Annual Leave	160,000
1.5120.013.121	Career and Technical Education - MOE	(174,262)
1.5120.014.121	Career and Technical Education - Program	174,262
1.5110.046.180	Test Result Bonus - 3rd Grade Reading	36,483
1.5410.048.180	Test Result Bonus	(36,483)
1.7200.125.411	COVID-19 SN Funds	145,771
1.5110.130.412	State Textbooks	(159,445)
1.5110.131.413	Textbooks and Digital Resources	159,445
Total Appropriations		310,246

Revenues:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
1.3100	State Allocation	469,691
1.3211.130	State Textbooks	(159,445)
Total Revenues		310,246

BA #3-2 Explanation:

This amendment is to budget for expenses paid from local funds for the School Nutrition program.

Appropriations:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
2.6622.802.181.810.104	School Nutrition Supplements	(35,487)
2.8400.802.715	Transfer to School Nutrition (Local)	35,487
1.5110.154.411	COVID-19 Supplemental Funds	(80,000)
1.8400.154.715	Transfer to School Nutrition (State)	80,000
5.7200.035.181	School Nutrition Supplements Expense	115,487
Total Appropriations		115,487

Revenues:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
5.4921	Transfer from State Funds	80,000
5.4922	Transfer from Current Expense	35,487
Total Revenues		115,487

BA #3-3 Explanation:

This amendment is to budget for the bus finance payments allocated through DPI.

Appropriations:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
4.6550.120.551	School Bus Purchase	85,418
Total Appropriations		85,418

Revenues:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
4.3400.120	DPI School Bus Purchase Allotment	85,418
Total Revenues		85,418

Watauga County Schools
BUDGET AMENDMENT #3
June 8, 2020

BA #3-4 Explanation:

This amendment is to budget special revenue funds.

Appropriations:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
8.5210.305.142	Exceptional Children Program	500,000
8.6401.861.418	1:1 District Technology	40,000
8.5110.311.113	Gear Up Grant	270,861
8.8100.311.392	Gear Up Grant - Indirect Costs	21,669
8.5110.578.163	BWF Sub Pay and Benefits	6,000
8.5110.578.181	BWF Stipend and Benefits	10,000
8.5110.578.312	BWF Workshop Expenses	9,000
8.5110.578.411	BWF Supplies and Materials	5,000
8.6570.802.511	Valle Crucis Land Deposit & Studies	120,000

Total Appropriations 982,530

Revenues:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
8.3700.305	Medicaid Receipts	500,000
8.4490.815	Misc. Revenue-1:1 Receipts	40,000
8.3700.311	Gear Up Grant w/ASU	292,530
8.4490.578	Burroughs Wellcome Fund	30,000
8.4910	Fund Balance Appropriated	120,000

Total Revenues 982,530

BA #3-5 Explanation:

The following amendment is to finalize all federal budgets for 2019-20.

Appropriations:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
3.8200.017.399	Program Improvement	3,858.00
3.8200.049.399	PreSchool Handicapped	14,382.39
3.8200.050.399	Title I	23,588.40
3.8200.060.399	IDEA Title VI-B	(2,777.00)
3.8200.082.399	SIP Grant	17,000.00
3.8200.103.399	Improving Teacher Quality	12,099.67
3.8200.104.399	Language Acquisition	674.00
3.8200.108.399	Student Support & Academic Enrichment	10,852.86
3.8200.111.399	Language Acquisition - Significant Increase	977.00
3.8200.114.399	Children w/Special Needs - Risk Pool	139,588.82
3.8200.115.399	ESEA School Improvement	20,289.31
3.8200.118.399	Special Needs Targeted / PBIS Grant	169,141.87
3.8200.119.399	PreSchool Targeted Assistance	4,000.00
3.8200.163.399	CARES Act	673,181.00

Total Appropriations 1,086,856.32

Revenues:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
3.3600.017	Program Improvement	3,858.00
3.3600.049	PreSchool Handicapped	14,382.39
3.3600.050	Title I	23,588.40
3.3600.060	IDEA Title VI-B	(2,777.00)
3.3600.082	SIP Grant	17,000.00
3.3600.103	Improving Teacher Quality	12,099.67
3.3600.104	Language Acquisition	674.00
3.3600.108	Student Support & Academic Enrichment	10,852.86
3.3600.111	Language Acquisition - Significant Increase	977.00
3.3600.114	Children w/Special Needs - Risk Pool	139,588.82
3.3600.115	ESEA School Improvement	20,289.31
3.3600.118	Special Needs Targeted / PBIS Grant	169,141.87
3.3600.119	PreSchool Targeted Assistance	4,000.00
3.3600.163	CARES Act	673,181.00

Total Revenues 1,086,856.32

Career & Technical Education

Learning that works for North Carolina

CTE 2019-20

WCS CTE STAFF

17 HS Teachers - 1 CC Teacher - 4 MS Teachers - 1 CDC



WCS CTE

served **1,896**
students this
past school
year!

931

HS Students

965

MS Students



WCS CTE

students earned
634 credentials!



WCS CTE

students

enrolled in **404**
dual-credit CTE
courses!



97% of WCS CTE students have a
positive post-secondary placement.

Education

77.2%

4yr - 37%

CC - 39.1%

Military

3.1%

Employment

69.2%

Part-Time - 47.9%

Full-Time - 21.3%



WCS had **2631**
enrollments in CTE
courses!



**2020-2021 LOCAL APPLICATION
FOR CAREER AND TECHNICAL EDUCATION (CTE)*
STATE/FEDERAL FUNDING
FINAL SUBMISSION FOR OVERALL APPROVAL**

All programs, services and activities administered through this local application will be in accord with the CTE assurances listed in Part VI of the local application. The development of this application for state/federal funding for secondary career and technical education was coordinated by the director for career and technical education. This plan and the programs, services and activities offered are in accord with State and Federal guidelines. The information, data, and certifications included are accurate to the best of our knowledge and belief. The Assurances in Part VI will be carried out.

This application, when completed and approved by the local board of education, finance officer, and the superintendent of schools, becomes an agreement between the local board of education and the State Board of Education. This application is a necessary part of the State Board of Education's accountability to the General Assembly of North Carolina and the United States Department of Education.

WATAUGA

950

June 8, 2020

Local Education Agency

LEA Number

Date

**APPROVED BY:
Superintendent:**

Scott Elliott
Name

Signature

Finance Officer:

Ly Marze
Name

Signature

Board of Education Chairperson:

R. Ivan Henries
Name of Chairperson

Signature

**PREPARED BY:
Director, Career and Technical Education**

Tierra Stark
Name

Signature

**Career and Technical Education is the administrative name which encompasses vocational and technical education in North Carolina. For the purposes of this plan, these terms are synonymous.*



WATAUGA COUNTY BOARD OF EDUCATION

Margaret E. Gragg Education Center
175 Pioneer Trail Boone, NC 28607
(828) 264-7190

Resolution of the Watauga County Board of Education in support of promoting wide distribution of broadband internet access to all locations in our region with expansion of access to high-speed internet by removing barriers to broadband infrastructure

WHEREAS, broadband infrastructure, which consists of installed telecommunications equipment networks, and the technology necessary to provide high-speed internet access, has become essential to connect Watauga County's residents, businesses, non-profits, schools, communities, and governments both within and outside the county and state; and

WHEREAS, many citizens of Watauga County lack adequate access to broadband internet access and infrastructure; and

WHEREAS, many students in the Watauga County School system participate in a remote learning environment, both during normal school operations and during the recent COVID-19 outbreak; and

WHEREAS, the lack of broadband in vast areas of our county creates significant educational inequalities for students and teachers; and

WHEREAS, Governor Roy Cooper signed Executive Order No. 91 on March 14, 2019 Establishing the Task Force on Connecting North Carolina: Promoting Expansion of Access to High-Speed Internet and Removing Barriers to Broadband Infrastructure Installation; and

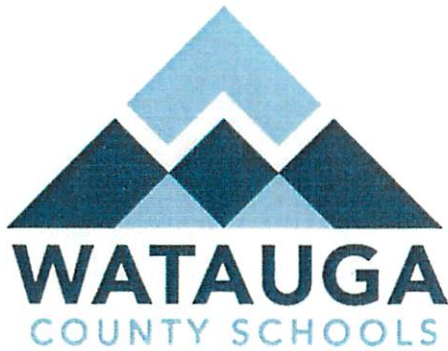
NOW, THEREFORE, BE IT RESOLVED that the WATAUGA COUNTY BOARD OF EDUCATION recognizes the need for increased broadband access in all locations in our region, and herein declares its support for Governor Cooper's Executive Order No. 91 signed on March 14, 2019.

BE IT FURTHER RESOLVED that the WATAUGA COUNTY BOARD OF EDUCATION calls upon national, state, and local authorities to publicly fund and/or incentivize private funding that provides for a rapid deployment of these needed broadband services.

ADOPTED this 8th day of June, 2020.

R. Ivan Henries, Board Chair
Watauga County Board of Education

Dr. Scott Elliott, Superintendent
Watauga County Schools



WATAUGA COUNTY BOARD OF EDUCATION

Margaret E. Gragg Educational Center
175 Pioneer Trail Boone, NC 28607
(828) 264-7190

A Resolution Denouncing Racism and Violence and Reaffirming our Commitment to Equity and Success for all Students

June 2020

Whereas the Watauga County Board of Education is committed to supporting the social and emotional needs of Watauga County Schools students; and,

Whereas the Board Recognizes that many students will return to school in the fall filled with excitement, uncertainty, anxiety, relief, and even trauma based on their experiences of the last few months, and

Whereas the Watauga County Board of Education and its staff are deeply saddened by the most recent events which occurred in Minneapolis and the effect such turmoil has on people around the United States of America, and especially the impact these events have on children; and,

Whereas through its Strategic Plan, Watauga County Schools deliberately places the highest value on the health and wellbeing of our students, the fostering of positive school culture, and the modeling of integrity and equity for our students;

NOW, THEREFORE, BE IT RESOLVED that the Watauga County Board of Education affirms there is no place in our society or our schools for racism, hate, violence, or discrimination and is committed to denouncing racism and violence and reaffirming its commitment to equity and success for all students

Adopted this 8th Day of June, 2020

Chairman

Superintendent

**WATAUGA COUNTY BOARD OF EDUCATION
CONTRACT FOR MOWING SERVICES**

This agreement is made between Watauga County Board of Education (Owner), herein referred to as WCS, and Estate Maintenance Company (Contractor). Both parties agree to the terms and conditions set forth below.

SCOPE OF CONTRACT

Contractor shall furnish all licensing, equipment, materials, labor and supervision as may be necessary to provide mowing and shrubbery maintenance services for WCS, including mowing and trimming at county elementary school campuses and at the central administrative campus. The contractor shall provide these services at the following locations, at the regular frequencies and service levels as follows:

Bethel Elementary School
Blowing Rock elementary School
Cove Creek Elementary School
Green Valley Elementary School
Hardin Park Elementary School
Mabel Elementary School
Parkway Elementary School
Valle Crucis Elementary School
Watauga County Schools Administrative Offices Campus

Mowing shall be provided once per week at each location for the duration of the defined mowing season. The mowing season is defined as beginning on April 1, and ending on October 31 of each calendar year, making for a total of 27 cuttings per site. If any additional cuttings are requested by the WCS's Director of Facilities and Maintenance, those additional cuttings may be billed by the contractor, and paid for by WCS, in addition to the contracted mowing price, at the contracted price rate per mowing, both parties agreeing in advance. Any additional cuttings requested by any WCS personnel must have prior approval from the WCS's Director of Facilities and Maintenance.

Grass will be cut to a height of approximately 3 inches. All clippings shall be removed from sidewalks, roads, and mulch beds. Trimming shall be by mechanical or EPA approved herbicide methods. Weed control shall be provided at parking lot and building perimeters. Pre-emergent treatments may be used at the contractor's discretion. Herbicide use shall be limited to the extent that the contractor deems necessary, with the understanding that there may be areas and situations where herbicide use is the best alternative, with the goal being to prevent people's, and especially any student's, exposure to the herbicide.

Trimming and maintaining of shrubbery shall be performed at the contractor's discretion, while maintaining a standard acceptable to the WCS Director of Facilities and Maintenance.

BILLING AND PAYMENTS

The total contract sum for annual service is not to exceed \$ 71,000.00 (per amount submitted on "Bid Form") for services provided, additional cuttings requested and pre-approved notwithstanding. The Contractor's work may be inspected by the owner at the owner's discretion prior to payment approval. Invoices may be submitted monthly and will be paid monthly. All invoices will be routed to the WCS Maintenance Department where they will be approved and sent to the WCS Finance Department. Payments by the WCS to the Contractor shall be disbursed following the WCS payment disbursement schedule. The current WCS payment disbursement schedule states that all invoices submitted to the Finance Department by the 5th day of each month will be paid by the 10th day, and invoices in by the 20th will be paid by the 25th.

Change Orders for additional work must be requested by the Contractor, or by the owner, and must be approved by the Superintendent or Director of Facilities and Maintenance or their designee in writing prior to the commencement of the additional work.

SCHEDULING

Contractor shall coordinate effectively with the principal, or with the principal's designee, in order to avoid working during times or in areas that would disrupt physical education classes, games, special events, or other activities cited by the principal. Contractor shall also coordinate effectively with the principal, or with the WCS Director of Facilities and Maintenance, in order to avoid working during times or in areas that would disrupt mandated testing schedules. WCS shall make every reasonable effort to inform the contractor, as far in advance as possible, of upcoming events that might conflict with mowing. Contractor shall have the flexibility to conduct mowing on Saturdays, Sundays, or holidays at the contractor's discretion, so long as the mowing does not conflict with school activities or events.

REGULATORY COMPLIANCE

The contractor agrees to comply with all OSHA/NCOSH regulations and requirements regarding generally accepted safety practices, including safety and protective equipment for employees of the contractor, and to indemnify WCS from any of the contractor's actions, or failure to act, regarding OSHA/NCOSH requirements.

LIABILITY AND INSURANCE

The contractor shall bear all risks and liabilities for any damage to property that may be caused during the performance of this contract. Contractor shall indemnify and hold harmless the owner from any claims, suits, damages, court costs and attorney fees incurred or resulting from any action or assertion against the owner as may result from any allegation of negligence or liability arising from acts or omissions of Contractor or Contractor's agents or employees. Contractor shall maintain a policy of general liability insurance with coverages and limits acceptable to the WCS. All equipment and personnel to be used by Contractor shall be the responsibility of the Contractor and such personnel shall not be deemed to be employees of the

WCS. Contractor shall maintain any and all workers' compensation coverage for Contractor's employees that the law requires.

Minimum limits of insurance shall be:

- General Liability – No less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.
- Auto Liability – No less than \$1,000,000 per occurrence combined single limit per accident for bodily injury and property damage.
- Workers Compensation and Employers Liability – Workers Compensation as required by the State of North Carolina and Employers Liability limits of no less than \$1,000,000 for bodily injury per accident.
- Watauga County Board of Education shall be listed as "Additional Insured" on each policy.

VERIFICATION OF COVERAGE

The Contractor shall furnish WCS with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to WCS on standard form.

CONTRACT TERM

The contract shall begin July 1, 2020 and continue for a period of 5 (five) consecutive years.

NON-PERFORMANCE

WCS, at its sole discretion, may assess the contractor a 10% penalty for non-performance of contractual obligations. This penalty shall not limit WCS from recovering damages caused by the Contractor's errors, omissions or negligence. Additionally, if the contractor fails to perform the work in accordance with the specifications contained within this agreement, then WCS may perform work to maintain the subject facilities in the schedule and standards contained within this Contract. The Contractor shall reimburse WCS for costs incurred by the WCS in exercising its right to perform the work pursuant to this contract.

TERMINATION

The Owner may terminate this contract at any time if WCS, in its sole discretion, deems the Contractor's performance unsatisfactory. Additionally, the contract may be terminated if funding becomes unavailable.

MISCELLANEOUS

(a) Choice of Law and Forum. This contract shall be deemed made in Watauga County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Watauga County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by WCS shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in the contract shall be deemed or construed so as to in any way estop, limit, or impair WCS from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without WCS's written consent, the Contractor shall not assign (which includes delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The WCS Director of Facilities and Maintenance may consent to an assignment without action of the Board of Education. Unless WCS otherwise agrees in writing, the Contractor and all assignees shall be subject to all of WCS's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of WCS's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

WATAUGA COUNTY SCHOOLS

ESTATE MAINTENANCE COMPANY

By: _____
Dr. Scott Elliott, Superintendent / Date

By: Dawn y. [Signature] 6-4-20
Contractor / Date

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

School Finance Officer

Date

ADDENDUM TO AGREEMENT

STANDARD TERMS & CONDITIONS

This Addendum to the WCS Contract for Mowing Services ("Agreement") between Estate Maintenance Company ("Contractor"), and the Watauga County Board of Education ("Board"), a body corporate and the legal entity for the Watauga [County or City] Schools, (collectively, the "Parties") is entered into to be effective on July 1, 2020.

The Parties to the above-referenced Agreement hereby mutually enter into this Addendum which is hereby incorporated into and made a part of the Agreement. To the extent that the terms and conditions contained within this Addendum conflict with any other terms or conditions contained within the Agreement the terms and conditions contained within this Addendum shall prevail.

NOW THEREFORE, in consideration of the mutual promises made by the Parties in the Agreement and in this Addendum, the Parties further agree as follows:

1. **E-Verify**: As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.
2. **Jessica Lunsford Act**: Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. The Board prohibits any personnel listed on such registries from being on any property owned or operated by the Board and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Contractor and reported to the Board's Superintendent or designee, if Contractor's employees will be working directly with students. **Under provisions set forth in the Jessica Lunsford Act under North Carolina law, the signature below certifies that neither Contractor nor any employee or agent of Contractor is listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.**
3. **Termination**: The Agreement may be terminated by either party hereto upon thirty (30) days written notice to the other. In the event the Agreement is terminated pursuant to the provisions of this paragraph, the Board shall have no obligation to compensate Contractor for services which have not been performed. Unless otherwise agreed by the Parties in writing, Contractor shall continue to provide services to the Board during the thirty (30) day notice period, at the same rate of service performed by Contractor during the thirty

(30) days prior to receipt of notice. If Contractor fails to do so, the Board may retain any monies otherwise due to Contractor.

4. Independent Contractor: It is understood that Contractor executes the Agreement as an independent contractor and that Contractor shall have the exclusive control over the means, methods and details of fulfilling its obligation under the Agreement. The Agreement is not intended and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, joint enterprise, or association between the Parties or any of their owners, officers, directors, members, managers, partners, representatives, employees or agents. Contractor agrees to perform and discharge all obligations of an independent contractor under any and all laws, whether existing or in the future in any way pertaining to the tasks hereunder, including but not limited to Social Security laws, Workers' Compensation Insurance, income taxes, and State Employment Insurance taxes or contributions; and Contractor will hold Board harmless against all such laws. Neither federal nor state local income tax, nor payroll tax of any kind shall be withheld or paid by Board on behalf of the Contractor or the employees of Contractor. No Worker's Compensation Insurance shall be obtained by Board concerning Contractor or Contractor's employees.
5. Audit: The Board or auditors contracted by the Board may be given access to persons and records that are generated as a result of, or are related to, the Agreement for purposes of verifying accounts and data affecting fees or performance.
6. Discrimination: If applicable, Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
7. Family Education Rights and Privacy Act: Contractor acknowledges the Board is subject to the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232G; 34 C.F.R. 99). To the extent Contractor generates or maintains education records that are subject to FERPA, Contractor will comply with applicable FERPA requirements. Contractor will not access or make any disclosures of student education records to third parties without prior notice to and consent from the Board or as otherwise provided by the law or the Agreement. For purposes of the Agreement, the Board designates Contractor as a school official with a legitimate educational interest in the education records of participating students to the extent access to the Board's records is required by Contractor to carry out its services.

If, the Board provides Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), Contractor

hereby certifies that collection of this information is necessary for the performance of Contractor's duties and responsibilities under the Agreement. Contractor further certifies that it will maintain the confidential and exempt status of any Social Security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it will not re-disclose personally identifiable information pursuant to FERPA or by any other State or Federal laws.

8. FERPA Electronically Stored Data Compliance: Contractor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Agreement. Furthermore, Contractor agrees not to attempt to re-identify students from aggregated data. Further, Contractor will not use any personally identifiable information or education records to advertise or market to students of the Board or their parents. Any personally identifiable information and education records held by Contractor pursuant to the Agreement will be made available to the Board upon request.

Contractor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification to the Board in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Contractor agrees to share its incident response plan upon request. Contractor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Agreement.

Contractor hereby agrees to abide by all Board of Education policies and procedures governing the confidentiality of student records and the responsible use of technology and internet safety that have been provided to Contractor and specifically identified as follows: {N/A}.

If Contractor experiences a security breach concerning any information covered by the Agreement, and such breach is covered by N.C.G.S. §75.61(14), then Contractor will (a) fully comply with Contractor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify the Board with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with the Board in carrying out its obligations under said Identity Theft Protection Act. Contractor will indemnify the Board for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Contractor pursuant to the Agreement.

9. North Carolina Public Records Law: Contractor acknowledges that the Board is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, *et. seq.* The Agreement and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing

records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by the Board in connection with the transaction of the Agreement may be considered a "public record," subject to disclosure under the NCPRL. The Board is under no obligation to notify Contractor prior to its compliance of its duties under NCPRL.

10. Liability Insurance: It is understood and agreed between the parties that each person performing services under the Agreement shall be covered by Contractor for all actions, omissions, injuries or other liabilities occurring during the performance of the services, to the same extent as if such events occurred on Contractor's property. Contractor shall provide to the Board a certificate of insurance for general liability and property damage coverage of at least one million dollars (\$1,000,000) for each claim made and name the Board, if specifically required hereafter by written request, as an additional insured on each applicable insurance policy. The Board reserves the right to require higher or lower insurance limits where warranted. The Board shall maintain its usual and customary insurance coverage and/or coverage agreement.
11. Ownership of Work Product: All works authored, produced, developed, or reduced to practice by Contractor for the benefit of the Board during its provision of the services in the Agreement shall be owned by the Board, and Board shall have all common law, statutory, and other reserved rights therein.
12. Indemnification: **CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, AGENTS, VOLUNTEERS AND PARTICIPANTS, DOES HEREBY INDEMNIFY AND HOLD HARMLESS, BOARD, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, ATTORNEYS' FEES AND LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER AND HEREBY ASSUMES THE RISK OF INJURY OR LIABILITY AND AGREES NOT TO SUE THE BOARD FOR ANY INJURY OR LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.**
13. Anti-Trust: The Agreement has been entered into in compliance with state and federal antitrust laws. Contractor certifies by entering into the Agreement:
 - a) That the Contractor and/or any of its Principals is not presently debarred, per the State's website (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) and Federal Excluded Parties List (www.sam.gov/portal/public/SAM); or suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into the Agreement by any federal agency or by any department, agency or political subdivision of the State.
 - b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant

manager; head of a subsidiary, division, or business segment, and similar positions).

- c) The Contractor shall provide immediate written notice to the Board if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - d) The certification in this section is a material representation of fact upon which reliance is placed by Board in making the Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to Board, then Board may terminate the Agreement for default.
14. Travel Expenses: Unless otherwise stated in the Agreement, the agreed upon price for the services provided herein includes travel expenses, accommodation expenses and any and all other expenses, costs, and remuneration (including, but not limited to, equipment, tools, and supplies) the Parties have agreed to unless otherwise provided for in the Agreement.
15. Affiliation: Contractor shall not represent itself as affiliated with or endorsed by the Board without the prior written consent of the Board. Contractor shall not use any of the Board's logos, images, trademarks, or copyrights without the prior written consent of the Board. The Agreement shall not be used for advertising by Contractor without prior approval of the Board.
16. Assignment: Unless agreed to in writing by the Board, the Agreement is not assignable. Any attempt to assign the Agreement to any third party shall be null and void and shall relieve Board of any further liability under the Agreement.
17. Compliance with Law & Board Policy: Contractor agrees to comply with all federal and State laws, rules, regulations, administrative requirements, and the following Board of Education Policies and Procedures applicable to its provision of the services described hereunder during the term of the Agreement, if any: {N/A}. Contractor declares that it has complied with all federal, state, and local laws and regulations regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under the Agreement.
18. Certification: Contractor certifies that they have completed the attached Employee Background Information Release for themselves and each employee, agent or representative who will be performing the Services and have provided the signed Release(s) to the Board's Human Resources Department.
19. Attorney's Fees: In the event of a dispute between the Parties regarding the enforceability of the Agreement, each party shall be responsible for its own attorney's fees.
20. Choice of Law: The Parties agree that the Agreement was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Agreement, as to interpretation and performance. It is further agreed that the place of the Agreement, its situs and forum, will be in the county in North Carolina where the Board's Central Office is located.

21. Venue: The Parties agree that the proper venue for any claims brought hereunder is in the county in North Carolina where the Board's Central Office is located.
22. Force Majeure: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Agreement if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, the Board will be entitled to a refund for fees paid on account of services not rendered by Contractor including any and all deposits.
23. Non-Appropriation: The Board agrees to duly request the appropriation of funds from its funding sources for all payment amounts specified in the Agreement through its annual funding request at levels consistent with the prior fiscal year. Notwithstanding anything to the contrary herein, if the funds that the Board requests for a fiscal year are reduced or not appropriated, the Board will not be obligated to pay amounts due beyond the end of the last fully funded fiscal year. If a non-appropriation event occurs, the Board will notify Contractor, the Agreement will terminate at the end of the last fiscal year for which funds were fully appropriated, and the Board will not be in default or material breach of the Agreement.
24. Integration & Amendment: The Agreement is fully integrated and represents the entire understanding between the Parties. The Agreement may be modified or amended only by written instruments signed by both Parties. Unless explicitly stated in the Agreement, nothing contained in the Agreement is intended to benefit any third party. The Agreement shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Agreement shall not be construed solely against the Board.
25. Severability: The Agreement is severable and if any provisions of the Agreement are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of the Agreement shall remain valid and enforceable.
26. Execution: The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
27. Authority: Both Parties executing the Agreement acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Agreement.
28. Sovereign Immunity: Notwithstanding any other term or provision in the Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Board under applicable law.

29. Pre-Audit Certification: Execution of the Pre-Audit Certification below is a condition precedent to the effectiveness of the signatures set-forth below.
30. Acknowledgment: The undersigned represents and acknowledges that they have carefully read the entire Agreement, understand the Agreement and its consequences, and knowingly and voluntarily enter into the Agreement.
31. By acceptance of the Agreement, Contractor affirms that it is not listed on the *Final Divestment List* and *Parent and Subsidiary List* located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which was created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act.
32. Notice: Any notice required or desired to be given under the Agreement shall be deemed given if in writing and sent by certified mail to the principal office of the Board of Education at "Attention:

Ly Marze
175 Pioneer Trail
Boone, NC 28607

33. Miscellaneous:

Watauga County Board of Education

By: _____
Dr. Scott Elliott / Superintendent

Estate Maintenance Company

By: 
Darren Wallace / Owner/Operator

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Finance Officer

Date

The Watauga County Board of Education (the “board”) strives to provide a safe and healthy environment for all students and employees. The board also strives to maintain a balance among the needs to educate all eligible students, to protect students' and employees' rights, and to control communicable diseases, ~~including HIV and AIDS.~~

Under certain circumstances, students with communicable diseases may pose a threat to the health and safety of other students and employees. Decisions regarding the educational status of students with communicable diseases will be made on a case-by-case basis in accordance with this policy. Nothing in this policy is intended to grant or confer any school attendance or education rights beyond those existing by law. This policy will be shared with school employees annually and with new employees as part of any initial orientation.

A. ~~DEFINITIONS OF COMMUNICABLE DISEASE~~

A “communicable disease” is defined as an illness due to an infectious agent (usually a virus or bacterium), or its toxic products, that is transmitted directly or indirectly to a person from an infected person or animal.

A “communicable condition” exists if a person is infected with a communicable agent but does not have symptoms.

A “reportable disease or condition” is defined as a communicable disease or condition declared to be dangerous to the public health and required by the N.C. Department of Health and Human Services to be reported after the disease or condition is reasonably suspected to exist.

B. PRECAUTIONS

In order to prevent the spread of communicable diseases, school system officials shall distribute guidelines for necessary health and safety precautions that all school system employees must follow. (See policy 7260, Occupational Exposure to Bloodborne Pathogens, and policy 7262, Communicable Diseases – Employees). Employees are also required to follow the school system’s bloodborne pathogens exposure control plan that contains universal precautions and specific work practice controls relating to the handling, disposal, and cleanup of blood and other potentially infectious materials.

Students should not be involved in the handling, disposal and cleanup of potentially infectious materials unless the students have been specifically trained in the handling of such materials and are qualified to perform first aid services. Employees shall take reasonable precautions to avoid allowing students to come in contact with these substances.

C. CURRICULUM

The curriculum will include health, hygiene and safety education, including age-appropriate information concerning safe health practices that inhibit and prevent the spread of communicable diseases, including HIV and AIDS. (See policy 3540, Comprehensive Health Education Program.)

D. REPORTING, AND NOTICE, AND CONFIDENTIALITY REQUIREMENTS

1. Principal's Report to Health Department and Superintendent

In accordance with G.S. 130A-136, school principals shall report suspected cases of communicable-reportable diseases and conditions to the county health department. Such reports must be made in a manner consistent with the school system's Family Educational Rights and Privacy Act (FERPA) obligations. Confidentiality of such reports is protected by law. School principals are presumed by law to be immune from liability under state law for making such reports in good faith.

Without releasing any information that would identify the student in violation of FERPA, the principal also must report suspected cases of communicable reportable diseases or conditions to the superintendent.

~~Additionally, parents or guardians will be notified in a timely manner when their child has potentially been exposed to a communicable disease through the exchange of blood with another individual and will be encouraged to contact their private physician or the county health department for consultation.~~

2. Privacy and Confidentiality of Affected Persons

a. ~~If the local health director determines that there is significant risk of HIV transmission, the local health director is responsible for deciding which school personnel will be informed of the identity of a student with AIDS or HIV infection. The local health director is also responsible for determining whether and which school personnel will be informed of the identity of students with other communicable diseases or conditions required to be reported.~~

b. Any employee who is informed of or becomes aware of the a student's communicable disease or condition, whether reportable or not, shall respect and maintain that student's right of privacy and the confidentiality of his or her records and may not share that information in a manner that violates FERPA.

c. In addition, if the student has a disease or condition that is required to be reported to the local health director, employees who are informed of or become aware of the student's status may not share that information with

anyone, including other school personnel, unless specifically permitted to do so by the health director, by written consent of the student's parent or guardian, or by other applicable state or federal laws or regulations. Permission from a parent or guardian to share a student's HIV status with other school personnel must be in writing.

d. Any documents relating to a student's reportable disease or condition, including HIV infection or AIDS, infection will be retained in a strictly confidential manner, such as in a locked cabinet separate from the student's other school records and medical records and will be released or shared only as necessary to comply with this policy.

c. Employees who are informed of the student's reportable disease or condition will also be provided with appropriate information concerning necessary precautions and will be made aware of the strict confidentiality requirements. The release of If an employee releases this type of confidential information or records relating to a student's reportable disease or condition, except as permitted by law, is the employee will have committed a misdemeanor and may be subject the employee to further discipline up to and including dismissal.

3. Employee Reports of Communicable Diseases

In order to address the needs of the student within the school environment, school employees are required to notify the principal if they have reason to believe that are aware or become aware of any student is suffering from a communicable disease other than HIV infection. Parents will be encouraged to notify the principal as well.

4. Notice Relating to Students Who are Immunodeficient

Students who are immunodeficient, whether due to AIDS or other causes, face an increased risk of severe complications from exposure to communicable diseases that appear in the school setting. Although students with an HIV infection are not required to notify school staff of their HIV status, sStudents and their parents or guardians are encouraged to inform the principal if a student suffers from this immunodeficiency. Students who are immunodeficient because of other communicable diseases, and their parents, are also encouraged to inform the principal.

If notified that a student suffers from an immunodeficiency, the principal should request that the notifying party provide information about what types of exposures might put the student at risk and what reasonable practices can be taken in the school setting to minimize risk to the student. Whenever possible, the principal of a school should notify the parents or guardians of an infected or immunodeficient student (or the student himself or herself, where appropriate) about the presence

of chicken pox, influenza, meningococcus, measles, tuberculosis or other contagious diseases occurring in the school that may present a serious threat to the student's health. Students who are removed from school as a result of such conditions will be provided instruction in an appropriate alternative educational setting.

5. Notification to Parent/Guardian of Exposure to Infectious Agent

Parents or guardians will be notified in a timely manner when their child has potentially been exposed to an infectious agent, such as an instance of blood-to-blood contact, and will be encouraged to contact their private physician or the county health department for consultation.

E. EDUCATION/SCHOOL ATTENDANCE FOR STUDENTS WITH AIDS/HIV INFECTION OR HEPATITIS B INFECTION

Students with an ~~AIDS~~ or HIV infection or hepatitis B infection will be permitted to attend school without special restrictions except in accordance with 10A N.C.A.C. 41A .0201-.02040203 and this subsection.

1. Appointment of an Interdisciplinary Committee

When the local health director notifies the superintendent that a student with AIDS, ~~or HIV infection~~, or hepatitis B infection may pose a significant risk for transmission, the superintendent, in consultation with the local health director, shall appoint an interdisciplinary committee in accordance with state health regulations and procedures established by the superintendent. The committee shall consult with the local health director regarding the risk of transmission and advise the superintendent regarding the placement of the student. The committee will include appropriate school system personnel, medical personnel, and the student's parent or guardian and may include legal counsel. The parent may request additional participants as necessary to appropriately evaluate the risk. The health director will be responsible for determining whether to add additional members requested by the parents. The superintendent shall inform the board whenever a committee has been formed and shall advise the board of the professional composition of the committee.

2. Determination of Educational Placement

The interdisciplinary committee shall review each case individually in consultation with the local health director to determine (1) the degree to which the student's conduct or presence in school exposes others to possible transmission or other harm and (2) what risk the school environment may pose to the infected student. If the local health director concludes that a significant risk of transmission exists in the student's current placement, the committee must determine whether an appropriate adjustment can be made to the student's school

program to eliminate this risk. If that is not possible, the student will be provided instruction in an appropriate alternative educational setting that incorporates protective measures required by the local health director.

3. Referral for Special Education Services as Appropriate

If the administrative or instructional personnel on the committee determine that the student has limited strength, vitality or alertness due to a chronic or acute health problem that adversely affects the student's educational performance, they must refer the student for possible identification and placement as a student with special needs.

4. Confidentiality

All deliberations of the interdisciplinary committee will be kept strictly confidential and shared only as allowed by law. Any student records related to the deliberations of the committee will be retained in a strictly confidential manner, such as in a locked cabinet separate from the student's other school records and medical records.

F. EDUCATION/SCHOOL ATTENDANCE FOR STUDENTS WITH COMMUNICABLE DISEASES OTHER THAN AIDS OR HIV OR HEPATITIS B INFECTION

In some circumstances, students with communicable diseases or conditions may pose a threat to the health and safety of other students and school employees. In other cases, students may have only mild illness and be able to attend school and participate in all activities. Accordingly, decisions regarding the educational status of students with signs and symptoms of communicable disease will be made on a case-by-case basis with input from the students' health care provider, public health specialists, and the school nurse.

A student with an acute or chronic communicable disease who remains in school shall observe any protective procedures or other control measures recommended by the student's physician, the school nurse, or other relevant medical authority.

Students with a chronic communicable disease may be referred for special education services or a Section 504 plan of accommodation, as consistent with law.

G. OTHER CONTROL MEASURES

School personnel shall implement measures to control the spread of communicable disease as directed by the state or local health department. In the case of emerging illnesses not addressed by state or local health department rules or guidance, school personnel shall implement control measures recommended by the CDC unless directed otherwise by the school nurse or other relevant medical authority.

Decisions regarding school closures shall be made in accordance with policy 5050, Emergency Closings.

Legal References: Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; 34 C.F.R. pt. 99; G.S. 115C-36, 130A-25, -136, -142 to -144, -145, -152 to -157; 10A N.C.A.C. 41A, subchapter A-0201 through -0204

Cross References: Comprehensive Health Education Program (policy 3540), Emergency Closings (policy 5050), Occupational Exposure to Bloodborne Pathogens (policy 7260), Communicable Diseases – Employees (policy 7262)

Adopted: July 14, 2014

Replaces: “Students” Sections of Policies 3.08.10, Communicable Diseases, and 5.03.20, Communicable Diseases; (see page 2 of each policy)

Revised:

PERMITTED SALARY DEDUCTIONS FOR ABSENCES AND DISCIPLINE OF CERTAIN EXEMPT EMPLOYEES

Policy Code:

7560

The Watauga County Board of Education (the "board") will comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state laws and State Board of Education policies. A school employee who is classified as an exempt employee subject to the salary basis requirement of under the FLSA must be paid on a salary basis, which means that the employee regularly receives a predetermined amount of compensation each pay period. This predetermined amount may not be reduced because of variations in the quality or quantity of the employee's work.

Subject to the exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, subject to the exceptions listed below, regardless of the number of days or hours worked. Exempt employees need not be paid for any workweek in which they perform no work.

The board prohibits making improper deductions from the salaries of exempt employees. The provisions provided in this policy do not require a deduction if an employee has applicable leave available under the school's leave policies.

A. DEDUCTIONS FROM PAY

The following information applies only to exempt employees subject to the FLSA salary requirements as described in 29 C.F.R. Part 541 Subpart G.

1. The board will make partial or full day Ddeductions from the pay of an exempt employee if: the employee accrues paid leave; the employee is absent for personal reasons or because of illness or injury; and the employee does not use accrued leave because of one of the following reasonsare permissible in the following circumstances:
 - a. permission for its use has not been sought or has been sought and deniedfor absences of one or more full day(s) for personal reasons other than sickness or disability;
 - b. accrued leave has been exhaustedfor absences of one or more full day(s) due to sickness or disability if the deduction is made in accordance with the school's leave policies; or
 - c. the employee chooses to use leave without payto offset amounts employees receive as jury or witness fees or for military pay; or
 - d. for unpaid disciplinary suspension of one or more full days imposed in good faith for workplace conduct rule infractions.
2. In addition, the board may make partial day or full day deductions from the pay of

an exempt employees salary in the following circumstances:

- a. to offset amounts the employee received as jury fees, witness fees, or military pay;
- a.b. during the initial or final week of employment;
- b.c. for penalties imposed in good faith for infractions of safety rules of major significance; or
- d. for unpaid disciplinary suspension of one or more full days imposed in good faith for infractions of workplace conduct rules.
- e. for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

B. REPORTING IMPROPER DEDUCTIONS

If an employee believes that an improper deduction has been made to his or her salary, the employee should report this information to his or her direct supervisor as soon as possible. Any supervisor who receives a report of an alleged improper deduction must notify the payroll department immediately.

Reports of improper deductions will be ~~promptly~~ promptly investigated. promptly. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for the improper deduction.

If the complaining employee is not satisfied with the investigation concerning improper deductions, he or she may file a grievance pursuant to policy 1750/7220, Grievance Procedure for Employees.

Legal References: The Fair Labor Standards Act of 1938, as amended, 29 U.S.C. 201 *et seq.*, 29 C.F.R. Part 541; *North Carolina Public Schools Benefits and Employment Policy Manual* (N.C. Dept. of Public Instruction, current version), available at <https://www.dpi.nc.gov/districts-schools/districts-schools-support/district-human-capital/employee-policy>

Cross References: Grievance Procedure for Employees (policy 7220), Leave of Absence (policy 7510), Family and Medical Leave (policy 7520), Military Leave (policy 7530), Voluntary Shared Leave (policy 7540)

Adopted: December 14, 2015

Revised:

PAYROLL DEDUCTIONS

Policy Code:

7620

~~To assist employees in managing their financial affairs and meet state and federal legal requirements.~~ The finance officer is authorized to make the following salary deductions in accordance with all applicable state and federal requirements:

1. federal income taxes (federal requirement);
2. state income taxes (state requirement);
3. federal social security taxes (state requirement);
4. North Carolina State Retirement System contributions (required by G.S. 135-8);
5. court-ordered child support payments;
6. federal, state, and local government garnishments;
7. health insurance premiums authorized by state law (authorized by G.S. 115C-340);
8. tax sheltered (deferred) annuities, 403(b) option offered by ~~local~~ the Watauga County Boards of Education (the "board") (authorized by G.S. 115C-341), and/or 403(b) option offered through the North Carolina Public School Teachers' and Professional Educators' Investment Plan (authorized by G.S. 115C-341.2);
9. Supplemental Retirement Income Plan of North Carolina, 401(k) (authorized by G.S. 135-93);
10. flexible benefits plan (authorized by G.S. 115C-341.1);
11. North Carolina State Employees Credit Union deductions (authorized by G.S. 115C-342);
12. group life insurance premiums (~~optional~~, authorized by G.S. 115C-340, -342);
13. group dental insurance premiums (~~optional~~, authorized by G.S. 115C-340, -342);
14. other deductions as may be approved by the ~~Watauga County Board of Education (the "board")~~ (additional possible deductions include dues for employees' associations or charities); and
15. deductions to recoup advancement or overpayment of wages.

~~The personnel office superintendent or designee shall make information available to all employees regarding possible payroll deductions and any procedures or requirements for particular types of deductions. Any employee who would like the board to consider additional salary deductions should contact the superintendent~~ Finance Department, who shall review such requests and make

recommendations to the board.

Legal References: G.S. 115C-339 to -342; 135-8, -93; 143B-426.40A(g), (i)

Cross References:

Adopted: January 11, 2016

Revised:

Replaces: 3.08.50, Salary Deductions

REMOTE PARTICIPATION IN BOARD MEETINGS

Policy Code:

1402

The Watauga County Board of Education (the “board”) acknowledges that attendance at board meetings is essential for its members to perform their official duties and to add to the diversity of thought and opinion in the board’s deliberations. The board strongly encourages its members to be physically present for all board meetings. The board recognizes, however, that extenuating circumstances may occasionally prevent one or more members from being physically present at a meeting. It further recognizes that advances in technology, such as audio and video conferencing, have made it possible for members to communicate and deliberate with each other from remote locations. Therefore, to promote full participation of board members while ensuring access and transparency for the public as required by the Open Meetings Law, G.S. 143-318.9 *et seq.*, the board authorizes remote participation in board meetings subject to existing board operational policies, state law, and the following procedures and requirements.

A. DEFINITIONS

The following definitions apply in this policy:

1. Official Meeting of the Board

An official meeting of the board is an official meeting as defined by G.S. 143-318.10 and policy 1300, Board Meetings, and includes a board meeting, board committee meeting, public hearing, quasi-judicial hearing, or any other gathering that constitutes an official meeting subject to the open meetings law. References to “meeting” in this policy mean an official meeting of the board.

2. Remote Participation

Remote participation occurs when a member participates in an official meeting of the board or any part thereof via electronic means from a place other than the physical location of the meeting designated in the public notice for the meeting.

3. Wholly Remote Meeting

A wholly remote meeting is an official meeting of the board or any part thereof in which all members participate remotely by simultaneous communication via conference telephone, conference video, or other electronic means. A wholly remote meeting has no physical location.

4. State-Declared Emergency

A state-declared emergency exists when there has been a declaration of a state of emergency by the Governor or resolution of the General Assembly pursuant to G.S. 166A-19.20 that is applicable to the area under the board’s jurisdiction.

5. Locally-Declared Emergency

A locally-declared emergency exists when there has been a declaration of a local state of emergency by the governing body of a municipality or county in accordance with G.S. 166A-19.22 that is applicable to area under the board's jurisdiction.

B. AUTHORIZED CIRCUMSTANCES FOR REMOTE PARTICIPATION

1. Meetings During a Declared Emergency

The board acknowledges that in-person meetings are strongly preferred and that a quorum of the board should be physically present for the meeting when reasonably possible. However, in times of emergency, including natural disasters and health emergencies, the board may find it necessary to have some or all of its members participate in meetings remotely.

a. State-Declared Emergency

During a state-declared emergency, wholly remote meetings or meetings with remote participation by individual member(s) will comply with G.S. 166A-19.24 and the requirements of this policy, including the special rules for meetings held during emergencies described in Section E, below.

b. Locally-Declared Emergency

During a locally-declared emergency, wholly remote meetings and meetings with remote participation by individual member(s) will comply with the requirements of the open meetings law, Sections C and D below, and to the extent not inconsistent with G.S. 143-318.13, the procedures established by G.S. 166A-19.24 as described in Section E, below.

2. Meetings Not During a Declared Emergency

a. Wholly Remote Meetings.

The board will not hold wholly remote meetings in the absence of a state- or locally-declared emergency.

b. Remote Participation by Individual Members

The board authorizes remote participation by individual members consistent with the requirements of this policy in any meeting of the board that is not a hearing as described in policy 1600, Hearings Before the Board, or other quasi-judicial proceeding.

C. CONDITIONS AND REQUIREMENTS FOR REMOTE PARTICIPATION

1. A member may attend a meeting and participate in board deliberations and decisions by remote participation if the member is prevented from physically attending the meeting due to:
 - a. personal illness, disability, order of quarantine or isolation, government-issued “stay-at-home” mandate, or recommendation of medical provider or public health officials to limit public interaction;
 - b. out-of-town travel;
 - c. unexpected lack of child-care;
 - d. family member illness or emergency;
 - e. weather conditions;
 - f. military service;
 - g. employment obligations;
 - h. a scheduling conflict; or
 - i. a state or local declaration of a state of emergency that makes in-person attendance at a meeting a violation of an order to reduce social contact or to stay at home for reasons of public health.
2. Remote participation is not to be used solely for a board member’s convenience or to avoid attending a particular meeting in person.
3. No board member may participate remotely more than three times during a calendar year for a reason other than order of quarantine or isolation, “stay-at-home” mandate, or recommendation to limit public interaction, as described in subsection C.1, above; however, in other justifiable circumstances, the board may, by two-thirds vote, agree to waive this limitation.
4. Acceptable means of remote participation include telephone-, Internet-, or satellite-enabled audio or video conferencing, or any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another. Text messaging, instant messaging, email, and web chat without audio are not acceptable means of remote participation.
5. A board member participating in a meeting remotely shall use his or her best efforts to participate in all or as much of the meeting as circumstances permit and

not merely for the closed session portion of the meeting or a limited number of agenda items.

6. A board member participating remotely will be considered present at the meeting for purposes of establishing and maintaining a meeting quorum and will be entitled to participate in open session deliberations at the meeting if, and while:
 - a. the member is able to hear other members of the board and any individuals addressing the board, including members of the public who are recognized by the board during public comment;
 - b. all persons present at the meeting location are able to hear the board member who is participating remotely; and
 - c. when video technology is used, it is preferred that the remote participant is visible to all persons present at the meeting location.
7. A board member who is entitled to participate in open session deliberations may also participate in a closed session of the meeting if the member provides assurance to the board that no other person is able to hear, see, or otherwise participate in the closed session from the member's remote location.
8. A board member considered present through remote participation will be permitted to vote on any action item at the meeting except:
 - a. any item for which the member was not participating remotely during the entire discussion and deliberation of the matter preceding the vote; and
 - b. any item that was being discussed when an interruption to the electronic communication occurred, if the board's discussion was not suspended during the interruption. A brief loss of simultaneous communication, such as a few seconds, will not disqualify the member from voting on the matter under discussion.

D. PROCEDURE FOR REMOTE PARTICIPATION

1. A member of the board who desires to participate in a meeting remotely shall notify the board chair and the superintendent at least four hours in advance of the meeting so that necessary arrangements can be made. If the member has not already received all documents to be considered at the meeting, the superintendent shall arrange for delivery of the materials in a manner that is practicable under the circumstances.
2. The chair or designee at the meeting location shall initiate contact with the member prior to the start of the meeting to secure participation.

3. The chair shall announce the remote participant and the means of remote participation at the beginning of the meeting.
4. The chair shall remind all members that all chats, instant messages, texts, or other written communications between members of the board regarding the transaction of board business during the meeting, including such communications between or among members participating remotely, are a public record.
5. If the remote participant cannot be physically seen by other members of the board and members of the public present at the meeting, the remote participant must identify himself or herself in each of the following situations:
 - a. when the meeting begins or the roll is taken;
 - b. prior to participating in the deliberations, including making motions, proposing amendments, and raising points of order; and
 - c. prior to voting.
6. The meeting chair may decide how to address technical difficulties that arise when utilizing remote participation, but whenever possible, the chair should suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly by all persons present at the meeting location. If, however, the technical difficulties distract from or impede the orderly progress of the meeting, a majority of the members physically present may vote to end the remote participation.
7. A member participating remotely shall notify the chair if leaving the meeting before it is adjourned or rejoining the meeting after a period of absence.
8. All votes taken will be by voice vote (rather than by a show of hands).
9. The minutes of the meeting will reflect that the meeting was conducted by use of simultaneous electronic communication, which members were in attendance by simultaneous communication, and when such member(s) joined or left the meeting. Any interruption to or discontinuation of a member's participation will also be noted in the minutes.
10. The member participating remotely will bear the cost of his or her personal telephone or computer usage, internet connection, and any other personal costs incurred while the member participates from a remote location.

E. SPECIAL RULES FOR MEETINGS DURING A DECLARED EMERGENCY

The following modifications and additions to the requirements of this policy apply to meetings held during a declared emergency.

1. Quasi-judicial hearings may be held with consent of the parties and in conformance with the requirements of G.S. 166A-19.24(f) and this section.
2. Notice of meetings will be provided as required by G.S. 143-318.12 and will specify (1) the means by which the public can access the simultaneous live stream of the meeting and (2) any other means by which the public can access the meeting as it occurs.
3. The board need not provide a location for members of the public to listen to the meeting; however, in accordance with G.S. 143-318.13(d), this provision applies only to meetings conducted in accordance with G.S. 166A-19.24 when a **state-declared** emergency exists.
4. All documents to be considered during the meeting shall be provided to each member.
5. The means for simultaneous communication specified in subsection C.4 of the policy must allow for any member to do all of the following:
 - a. hear what is said by the other members;
 - b. hear what is said by any individual addressing the board; and
 - c. to be heard by the other members when speaking to the public body.
6. A member participating by simultaneous communication will be counted as present for quorum purposes only during the period that simultaneous communication is maintained for that member in accordance with subsection C.5, above.
7. The board will refrain from acting by reference to a document or other materials so as to conceal from public understanding what is being deliberated, voted, or acted upon at the meeting.
8. Except when the board is meeting in closed session, the meeting will be simultaneously streamed live online to the public, or if the meeting is conducted by conference call, the public will be provided an opportunity to dial in or stream the audio live and listen to the meeting.
9. If the meeting is a public hearing, the board will allow for written comments on the subject of the hearing to be submitted up to 24 hours after the public hearing takes place, however, in accordance with G.S. 143-318.13(d), this flexibility applies only to meetings conducted in accordance with G.S. 166A-19.24 when a **state-declared** emergency exists.

10. Subsection C.3 of this policy will not apply to meetings held during a state or local emergency.

The superintendent is directed to provide the technology sufficient to implement this policy in accordance with all applicable laws.

Legal References: G.S. 166A-19.20, -19.22, -19.24; G.S. ch. 143, art. 33C; N.C. Attorney General Advisory Letter to McCloud, (March 26, 2020), copy available at <https://www.ncsba.org/wp-content/uploads/2020/03/Open-Meetings-advisory-letter.pdf>

Cross References: Board Meetings (policy 1300), Compliance with the Open Meetings Law (policy 1420), Closed Sessions (policy 1421), Board Meeting News Coverage (policy 1425), Quorum (policy 1441), Hearings Before the Board (policy 1600), Public Records – Retention, Release, and Disposition (policy 5070/7350)

Adopted:

WEAPONS, BOMB THREATS, TERRORIST THREATS, AND CLEAR THREATS TO SAFETY

Policy Code:

4333

The Watauga County Board of Education (the "board") will not tolerate the presence of weapons or destructive devices, bomb or terrorist threats, or actions that constitute a clear threat to the safety of students or employees. Any student who violates this policy will be removed from the classroom or school environment for as long as is necessary to provide a safe and orderly environment for learning.

A. PROHIBITED BEHAVIOR

1. Weapons and Weapon-Like Items

Students are prohibited from possessing, handling, using, or transmitting, whether concealed or open, any weapon or any instrument that reasonably looks like a weapon or could be used as a weapon. Weapons include, but are not limited to the following:

- a. loaded and unloaded firearms, including guns, pistols, and rifles;
- b. destructive devices, as described in subsection B.2 of this policy, including explosives, such as dynamite cartridges, bombs, grenades, and mines;
- c. nuclear, biological, or chemical weapons of mass destruction as defined in G.S. 14-288.21(c);
- e.d. knives, including pocket knives, bowie knives, switchblades, dirks, and daggers;
- d.e. slingshots and slungshots;
- e.f. leaded canes;
- f.g. blackjacks;
- g.h. metal knuckles;
- h.i. BB guns;
- i.j. air rifles and air pistols;
- j.k. stun guns and other electric shock weapons, such as tasers;
- k.l. icepicks;

~~l.m.~~ razors and razor blades (except those designed and used solely for personal shaving);

~~m.n.~~ fireworks;

~~n.o.~~ gun powder, ammunition, or bullets;

~~o.p.~~ any sharp pointed or edged instruments except unaltered nail files and clips and tools used solely for preparation of food, instruction, and maintenance; and

~~p.q.~~ mace, pepper spray, and other personal defense sprays.

Examples of other objects that may be considered weapons are box cutters and other types of utility blades and blowguns.

No student may knowingly or willfully cause, encourage, or aid another student to possess, handle, or use any of the weapons or weapon-like items listed above. A student who finds a weapon or weapon-like item, who witnesses another student or other person with such an item, or who becomes aware that another student or other person intends to possess, handle, or use such an item must notify a teacher or the principal immediately. Middle and high school students may also utilize the anonymous safety tip line for reporting risks to the school population.

This section does not apply to board-approved and -authorized activities for which the board has adopted appropriate safeguards to protect student safety.

2. Bomb Threats

Students are prohibited from:

- a. ~~making, aiding, and/or abetting in making a bomb threat, regardless of whether the student intends to or has the means to carry out the threat;~~
- b. ~~or perpetrating a bomb hoax against school system property by making a false report, knowing or having reason to know the report is false, that a bomb or other device designed to cause damage or destruction by explosion, blasting, or burning is located on school system property or at a school system event.~~
- c. ~~perpetrating a bomb hoax by concealing, placing, or displaying any device on school system property or at a school system event, so as to cause any person reasonably to believe the same to be a bomb or similar device intended to cause injury to persons or property; and~~

- d. ~~No student may knowingly or willfully causing, encouraging, or aiding cause, encourage, or aid another student to make a bomb threat or perpetrate a bomb hoax. Any student who becomes aware that another student or other person intends to use a bomb, make a bomb threat, or perpetrate a bomb hoax must notify a teacher or the principal immediately.~~

3. Terrorist Threats

~~Students are prohibited from making, aiding, conspiring, and/or abetting in making a terrorist threat or perpetrating a terrorist hoax against school system property by:~~

- a. threatening to commit an act of mass violence on school property or at a school system event, regardless of whether the student intends to or has the means to carry out the threat;
- b. making a report, knowing or having reason to know the report is false, that an act of mass violence is going to occur on school property or at a school system event;
- c. making a false report, knowing or having reason to know the report is false, that a device, substance, or material designed to cause harmful or life-threatening injury to another person is located on school system property or at a school system event; or
- d. concealing, placing, disseminating, or displaying on school system property or at a school system event any device, substance, or material, so as to cause a reasonable person to believe the same to be a weapon of mass destruction or to be intended to cause harmful or life-threatening illness or injury to another person.

No student may knowingly or willfully cause, encourage, or aid another student to make a terrorist threat or perpetrate a terrorist hoax. Any student who becomes aware that another student or other person intends to use a device, substance, or material designed to cause harmful or life-threatening illness or injury to another person, make a terrorist threat, or perpetrate a terrorist hoax must notify a teacher or the principal immediately.

4. Clear Threats to Student and Employee Safety

Students are prohibited from engaging in behavior that constitutes a clear threat to the safety of other students or employees. Behavior constituting a clear threat to the safety of others includes, but is not limited to:

- a. theft or attempted theft by a student from another person by using or threatening to use a weapon;

- b. the intentional and malicious burning of any structure or personal property, including any vehicle;
- c. an attack or threatened attack by a student against another person wherein the student uses a weapon or displays a weapon in a manner found threatening to that person;
- d. an attack by a student on any employee, adult volunteer, or other student that does not result in serious injury but that is intended to cause or reasonably could cause serious injury;
- e. an attack by a student on another person whereby the victim suffers obvious severe or aggravated bodily injury, such as broken bones, loss of teeth, possible internal injuries, laceration requiring stitches, loss of consciousness, or significant bruising or pain; or whereby the victim requires hospitalization or treatment in a hospital emergency room as a result of the attack;
- f. any intentional, highly reckless, or negligent act that results in the death of another person;
- g. confining, restraining, or removing another person from one place to another, without the victim's consent or the consent of the victim's parent, for the purpose of committing a felony or for the purpose of holding the victim as a hostage, for ransom, or for use as a shield;
- h. the possession of a weapon on any school property, including in a vehicle, with the intent to use or transmit for another's use or possession in a reckless manner so that harm is reasonably foreseeable;
- i. taking or attempting to take anything of value from the care, custody, or control of another person or persons, by force, threat of force, or violence, or by putting the victim in fear;
- j. any unauthorized and unwanted intentional touching, or attempt to touch, by one person of the sex organ of another, including the breasts of the female and the genital areas of the male and female;
- k. the possession, manufacture, sale, or delivery, or any attempted sale or delivery, of a controlled substance in violation of Chapter 90 of the North Carolina General Statutes;
- l. any behavior resulting in a felony conviction on a weapons, drug, assault, or other charge that implicates the safety of other persons; and
- m. any other behavior that demonstrates a clear threat to the safety of others in the school environment.

B. CONSEQUENCES**1. General Consequences**

The disciplinary consequences for violations of this policy shall be consistent with Section D of policy 4300, Student Behavior Policies. The superintendent or designee shall list in the Code of Student Conduct the specific range of consequences that may be imposed on a student for violations of this policy.

2. Specific Consequences Mandated by Law

As required by law, a student who brings or possesses a firearm or destructive device on school property or at a school-sponsored event must be suspended for 365 days, unless the superintendent modifies, in writing, the required 365-day suspension for an individual student on a case-by-case basis. The superintendent shall not impose a 365-day suspension if the superintendent determines that the student (1) took or received the firearm or destructive device from another person at school or found the firearm or destructive device at school, (2) delivered or reported the firearm or destructive device as soon as practicable to a law enforcement officer or school personnel, and (3) had no intent to use the firearm or destructive device in a harmful or threatening way.

For the purpose of this subsection, a firearm is (1) a weapon, including a starter gun that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, (2) the frame or receiver of any such weapon, or (3) any firearm muffler or firearm silencer. A firearm does not include an inoperable antique firearm, a BB gun, a stun gun, an air rifle, or an air pistol. For the purposes of this subsection, a destructive device is an explosive, incendiary, or poison gas (1) bomb, (2) grenade, (3) rocket having a propellant charge of more than four ounces, (4) missile having an explosive or incendiary charge of more than one-quarter ounce, (5) mine, or (6) similar device.

A student may not be suspended for 365 days for a weapons violation except in accordance with this subsection.

Legal References: Gun-Free Schools Act, 20 U.S.C. 7961; G.S. 14-17, -18, -27.21 through -27.30, 27-5A, -32, -33, -34 through -34.2, -41, -49, -49.1, -60, -69.1, -69.2, -87, -87.1, -132, -132.2, -202.1, -202.2, -208.18, -269.2, -277.5, -277.6, -283, -288.8, -288.21, -288.22, -288.23, -288.24; ch. 90 art. 5; 115C-47, -105.51, -276(r), -288, -307, -390.1, -390.2, -390.10

Cross References: Student Sex Offenders (policy 4260), Student Behavior Policies (policy 4300), Integrity and Civility (policy 4310), Disruptive Behavior (policy 4315), Theft, Trespass, and Damage to Property (policy 4330), Assaults, Threats, and Harassment (policy 4331), Criminal Behavior (policy 4335)

Adopted: May 11, 2015

Revised: June 13, 2016; November 14, 2016; April 8, 2019

Replaces: Policy 5.07.80, Threat Against The General Population and Policy 5.07.85, Weapons Prohibited on School Property

Attendance in school and participation in class are integral parts of academic achievement and the teaching-learning process. Through regular attendance, students develop patterns of behavior essential to professional and personal success in life. Regular attendance by every student is mandatory. The State of North Carolina requires that every child in the State between the ages of 7 (or younger if enrolled) and 16 attend school. Parents and legal guardians are responsible for ensuring that students attend and remain at school daily.

A. ATTENDANCE RECORDS

School officials shall keep accurate records of attendance, including accurate attendance records in each class. Attendance records will be used to enforce the Compulsory Attendance Law of North Carolina.

B. LAWFULLY EXCUSED ABSENCES

When a student must miss school, a written excuse signed by a parent or guardian must be presented to the student's teacher on the day the student returns after an absence. Absences due to extended illnesses may also require a statement from a physician. An absence may be lawfully excused for any of the following reasons:

1. personal illness or injury that makes the student physically unable to attend school;
2. isolation ordered by the State Board of Health;
3. death in the immediate family;
4. medical or dental appointment;
5. participation under subpoena as a witness in a court proceeding;
6. a minimum of two days each academic year for observance of an event required or suggested by the religion of the student or the student's parent(s) or legal guardian;
7. participation in a valid educational opportunity, such as travel or service as a legislative or Governor's page, with prior approval from the principal;
8. pregnancy and related conditions or parenting, when medically necessary; or
9. a minimum of two days each academic year for visitation with the student's parent or legal guardian if the student is not identified as at risk of academic failure because of unexcused absences and the student's ~~at the discretion of the superintendent or designee, if the parent or legal guardian (a) is an active duty member of the uniformed services as defined by policy 4050, Children of Military~~

Families, and (b) has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat support posting.

In the case of excused absences, and short-term out-of-school suspensions, and absences under G.S. 130A-440 (for failure to submit a school health assessment form within 30 days of entering school) the student will be permitted to make up his or her work. (See also policies 4110, Immunization and Health Requirements for School Admission, and 4351, Short-Term Suspension.) The teacher will determine when work is to be made up. The student is responsible for finding out what assignments are due and completing them within the specified time period.

C. SCHOOL-RELATED ACTIVITIES

All classroom activities are important and difficult, if not impossible, to replace if missed. Principals shall ensure that classes missed by students due to school-related activities are kept to an absolute minimum. The following school-related activities will not be counted as absences from either class or school:

1. field trips sponsored by the school;
2. job shadows and other work-based learning opportunities, as described in G.S. 115C-47(34a);
3. school-initiated and -scheduled activities;
4. athletic events that require early dismissal from school;
5. Career and Technical Education student organization activities approved in advance by the principal; and
6. in-school suspensions.

Assignments missed for these reasons are eligible for makeup by the student. The teacher will determine when work is to be made up. The student is responsible for finding out what assignments are due and completing them within the specified time period.

D. EXCESSIVE ABSENCES

Class attendance and participation are critical elements of the educational process and may be taken into account in assessing academic achievement. Students are expected to be at school on time and to be present at the scheduled starting time for each class. Students who are excessively tardy to school or class may be subjected to additional disciplinary actions.

The principal shall notify parents and take all other steps required by G.S. 115C-378 for excessive absences. Students may be suspended for up to two days for truancy.

The principal or committee shall review other measures of academic achievement, the circumstances of the absences, the number of absences, and the extent to which the student completed missed work. A committee may recommend to the principal and the principal may make any of the following determinations:

1. the student will not receive a passing grade for the semester;
2. the student's grade will be reduced;
3. the student will receive the grade otherwise earned; or
4. the student will be given additional time to complete the missed work before a determination of the appropriate grade is made.

Students with excused absences due to documented chronic health problems are exempt from this policy. In addition, for students experiencing homelessness (see board policy 4125, Homeless Students), school officials must consider issues related to the student's homelessness, such as a change of caregivers or nighttime residence, before taking disciplinary action or imposing other barriers to school attendance based on excessive absences or tardies.

Legal References: McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11431, *et seq.*; G.S. 115C-47, -84.2, -288(a), -375.5, -378 to -383, -390.2(d), -390.2(l), -390.5, -407.5; 130A-440; 16 N.C.A.C. 6E .0102, .0103; State Board of Education Policies ATND-000, -003, NCAC-0076E-0104

Cross References: Education for Pregnant and Parenting Students (policy 4023), Children of Military Families (policy 4050), Immunization and Health Requirements for School Admission (policy 4110), Homeless Students (policy 4125), Short-Term Suspension (policy 4351)

Adopted: February 9, 2015

Revised: March 14, 2016; August 14, 2017 (Legal references only); August 13, 2018

Replaces: Policy 5.02.20, Attendance Requirements

All student records must be current and maintained with appropriate measures of security and confidentiality. The principal is responsible for complying with all legal requirements pertaining to the maintenance, review, and release of student records retained at the school. For purposes of this policy "student records" or "student education records" are those records, files, documents, and other materials that contain information directly related to the student that are maintained by the school system or by a party acting for the school system.

A. ANNUAL NOTIFICATION OF RIGHTS

The superintendent or designee shall provide eligible students and parents with annual notification of their rights under the Family Educational Rights and Privacy Act (FERPA). The notice must contain all information required by federal law and regulations, including the following:

1. the right to inspect and review the student's education records and the procedure for exercising this right;
2. the right to request amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or in violation of the student's privacy rights; and the procedure for exercising this right;
3. the right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent;
4. the type of information designated as directory information and the right to opt out of release of directory information;
5. that the school system releases records to other institutions that have requested the information and in which the student seeks or intends to enroll;
6. the right to opt out of releasing the student's name, address, and phone number to military recruiters or institutions of higher education that request such information;
7. a specification of the criteria for determining who constitutes a school official and what constitutes a legitimate educational interest if a school official discloses or intends to disclose personally identifiable information to school officials without consent;
8. notification if the school system uses contractors, consultants, volunteers, or similar persons as school officials to perform certain school system services and functions that it would otherwise perform itself; and

9. the right to file complaints with the Family Policy Compliance Office in the U.S. Department of Education.

School officials are not required to individually notify parents or eligible students of their rights but must provide the notice in a manner reasonably likely to inform the parents and eligible students of their rights. Effective notice must be provided to parents or eligible students with disabilities or those whose primary or home language is not English.

B. DEFINITION OF PARENT AND ELIGIBLE STUDENT

1. Parent

For purposes of this policy, the term "parent" includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian. If the parents of a student are separated or divorced, both parents have the right to access the student's records as provided in this policy, unless the school system has been provided with evidence that there is a court order, state statute, or other legally binding document that specifically revokes these rights.

2. Eligible Student

For purposes of this policy, an eligible student is a student who has reached 18 years of age or is attending an institution of postsecondary education. The rights afforded to parents under this policy transfer to an eligible student. However, parents may still have access to the records as long as the student is claimed as a dependent by the parent for federal income tax purposes. An eligible student who desires to prevent access to records by his or her parents must furnish to the principal information verifying that the student is not a dependent of his or her parents. If a parent of a student who is at least 18 and no longer attending a school within the system wishes to inspect and review the student's records, he or she must provide information verifying that the student is a dependent for federal income tax purposes.

A student under age 18 may have access to student records only upon the consent of his or her parents.

C. CLASSIFICATION AND MAINTENANCE OF RECORDS

1. Student Education Records

Student education records may be separated into several categories, including, but not limited to, the following.

a. Cumulative Records

The cumulative record is the official record for each student. The

cumulative record includes student identification information, such as the student's name, address (or a homeless student's living situation), sex, race, birthplace, and birth date; family data including the parents' names, addresses, work and home telephone numbers, and places of employment; academic work completed; grades; standardized test scores; health screenings and immunization documentation; attendance records; withdrawal and reentry records; discipline records; honors and activities; class rank; date of graduation; and follow-up records.

b. Discipline Records

Student discipline records are part of the student's official record and must be maintained and reviewed pursuant to policy 4345, Student Discipline Records. Discipline records must be expunged and forwarded pursuant to the requirements of law and the procedures of policy 4345.

c. Records of Students with Disabilities

Students with recognized disabilities must be accorded all rights in regard to their records as provided by state and federal law, including the Individuals with Disabilities Education Act and policy 3520, Special Education Programs/Rights of Students with Disabilities. Records for a student identified as a student with a disability are considered part of the student's official records and must be maintained in accordance with all appropriate federal and state regulations. Access to these records will be restricted to personnel having specific responsibility in this area. A list of all approved personnel having access to these restricted files will be updated as needed, and a current, dated list will be posted in the student records location.

d. Records Received from the Department of Social Services

The Department of Social Services may disclose confidential information to the school system in order to protect a juvenile from abuse or neglect. Any confidential information disclosed under these circumstances must remain confidential and may only be redisclosed for purposes directly connected with carrying out the school system's mandated educational responsibilities.

e. Juvenile Records

Juvenile records include documentation or information regarding students who are under the jurisdiction of the juvenile court. These records may be received from local law enforcement and/or other local agencies authorized to share information concerning juveniles in accordance with G.S. 7B-3100. These records also may include notice from the sheriff to the Watauga

County Board of Education (the "board") that a student has been required to register with the sheriff because the student has been found to be a danger to the community under G.S. Chapter 14, Part 4. Such documents must not be a part of a student's official records but must be maintained by the principal in a safe, locked storage area that is separate from the student's other records. The principal shall not make a copy of such documents under any circumstances.

Juvenile records will be used only to protect the safety of or to improve the educational opportunities for the student or others. The principal may share juvenile records with individuals who have (a) direct guidance, teaching, or supervisory responsibility for the student and (b) a specific need to know in order to protect the safety of the student and others. Persons provided access to juvenile records must indicate in writing that they have read the document(s) and agree to maintain confidentiality of the records.

The principal or designee must destroy juvenile documents if he or she receives notification that a court no longer has jurisdiction over the student or if the court grants the student's petition for expunction of the records. The principal or designee shall destroy all other information received from an examination of juvenile records when he or she finds that the information is no longer needed to protect the safety of or to improve the educational opportunities for the student or others. If the student graduates, withdraws from school, transfers to another school, is suspended for the remainder of the school year, or is expelled, the principal shall return all documents not destroyed to the juvenile court counselor. If the student is transferring, the principal shall provide the juvenile court counselor with the name and address of the school to which the student is transferring.

f. Other Student Records

School system personnel may also keep other student records but must review such records annually and destroy them in accordance with Section K of this policy. ~~when their usefulness is no longer apparent or when the student leaves the school system.~~

2. Records Not Considered Education Records (Sole Possession, Employment, and Law Enforcement Records)

Student education records do not include, and release of information under this policy does not apply to:

- a. records made by teachers, counselors, and administrators that are in the sole possession of the maker thereof and that are not accessible or revealed to any other person except a substitute;

- b. employment records of student employees if those records relate exclusively to the student in his or her capacity as an employee and are not made available for any other use; and
- c. records created by a law enforcement unit of the school system if created for a law enforcement purpose and maintained solely by the law enforcement unit of the school system. However, a law enforcement record containing information that was obtained from a student's confidential file or other education record must be treated as an education record and may be released only in accordance with this policy.

D. RECORDS OF STUDENTS PARTICIPATING IN THE NORTH CAROLINA ADDRESS CONFIDENTIALITY PROGRAM

Students or parents enrolled in the North Carolina Address Confidentiality Program (NCACP) must provide a valid NCACP authorization card to the school principal if they wish to keep their home address confidential. The school system will maintain a confidential record of the actual home address for admission and assignment purposes only and will not release that address except as provided by law. With the exception of such specially-maintained records, student records will include only the substitute address provided by the NCACP and not the actual home address of any students or parents for whom a valid NCACP authorization card is on file.

When transferring the record of a student participating in the North Carolina Address Confidentiality Program to a school outside of the system, the transferring school may send the files to the Address Confidentiality Program participant (parent or guardian) via the substitute address provided by the Address Confidentiality Program.

E. RECORDS OF MISSING CHILDREN

Upon notification by a law enforcement agency or the North Carolina Center for Missing Persons of the disappearance of a child who is currently or was previously enrolled in the school, school officials shall flag the record of that child. If the missing child's record is requested by another school system, the principal shall provide notice of the request to the superintendent and the agency that notified the school that the child was missing. The principal shall provide the agency with a copy of any written request for information concerning the missing child's record.

Any information received indicating that a student transferring into the system is a missing child must be reported promptly to the superintendent and the North Carolina Center for Missing Persons.

F. RECORDS OF MILITARY CHILDREN

School administrators shall comply with any regulations pertaining to the records of military children developed by the Interstate Commission on Educational Opportunity for Military Children.

In addition, children of military families, as defined by policy 4050, Children of Military Families, are entitled to the following.

1. For Students Leaving the School System

In the event that official education records cannot be released to the parents of military children who are transferring away from the school system, the custodian of records shall prepare and furnish to the parent a complete set of unofficial education records containing uniform information as determined by the Interstate Commission.

When a request for a student's official record is received from the student's new school, school officials shall process and furnish the official records to the student's new school within 10 days or within such time as is reasonably determined by the Interstate Commission.

2. For Students Enrolling in the School System

Upon receiving an unofficial education record from the student's previous school, school administrators shall enroll the student and place him or her in classes as quickly as possible based on the information in the unofficial records, pending validation by the official records.

Simultaneous with the enrollment and conditional placement of the student, school administrators shall request the student's official record from his or her previous school.

G. REVIEW, RELEASE OF RECORDS TO PARENT OR ELIGIBLE STUDENT

1. Review by Parent or Eligible Student

A parent or eligible student may access the student's education records upon proper request. The principal or guidance office personnel of the student's school shall schedule an appointment as soon as possible but no later than 45 days after the request by the parent or eligible student. The parent or eligible student may formally review the student's complete education records only in the presence of the principal or a designee competent to explain the records. School personnel shall not destroy any education records if there is an outstanding request to inspect or review the records.

2. Review of Video or Audio Recordings and Photographs

a. Parent's Right to Review

Upon request, a parent or eligible student may inspect and review a video or audio recording or photograph that is determined to be an education record of the student. Individuals acting on behalf of a parent or eligible child, such as advocates or attorneys, will not be permitted to review a video or audio recording or photo unless accompanied by the parent or eligible student.

b. Status as Education Record

A video or audio recording or photo will be deemed an education record of the student if it is directly related to the student and is maintained by the school system or its agent, as provided by law. A photo, video, or audio recording (such as a surveillance video), that is created and maintained by a law enforcement unit for a law enforcement purpose, is not an education record; however, a copy of such photo, video, or audio recording provided to the school for disciplinary or other school purposes may be an education record if it is directly related to a student and is maintained by the school system.

c. Records of More Than One Student

If the recording or photo is an education record of multiple students, the school system shall make reasonable efforts to redact or segregate out the portions of the recording or photo directly related to other students before providing the parent or eligible student access, provided doing so would not destroy the meaning of the record. If redaction or segregation of the recording or photo cannot reasonably be accomplished or would destroy the meaning of the record, then the parent of each student to whom the recording or photo directly relates or such eligible students themselves shall be permitted to access the entire record.

d. Copies of Recordings and Photos

A copy of a video or audio recording or photo will be provided to a parent or eligible student only (1) if circumstances effectively prevent the parent or eligible student from exercising the right to inspect the recording or photo, such as when the parent no longer lives within commuting distance of the school system; (2) when directed by a court order or subpoena; or (3) when otherwise required by law.

3. Request to Amend the Education Record

A parent or eligible student has the right to challenge an item in the student education record believed to be inaccurate, misleading, or otherwise in violation of

the student's privacy rights. The principal shall examine a request to amend a student record item and respond in writing to the person who challenges the item. Subsequent steps, if necessary, will follow the student grievance procedures as provided in policy 4010, Student and Parent Grievance Procedure. If the final decision is that the information in the record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, the principal shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school system.

H. RELEASE OR DISCLOSURE OF RECORDS TO OTHERS

Before releasing or disclosing education records as permitted by law, school officials shall use reasonable methods to identify and authenticate the identity of the party to whom the records are disclosed.

1. Release/Disclosure With Parental Consent

School officials shall obtain written permission from a parent or eligible student before releasing or disclosing student records that contain personally identifiable information, except in circumstances where the school system is authorized by law to release the records without such permission. The written permission must specify the records to be released, the purpose of the release, and the party(ies) to whom they are to be released.

2. Release/Disclosure Without Parental Consent

School system officials shall promptly release student records when a student transfers to another school. The records custodian may release or disclose records with personally identifiable information without parental permission to the extent permitted by law, including to other school officials who have a legitimate educational interest in the records.

Personally identifiable information from a student's record may be released or disclosed to someone other than a parent or eligible student without prior written consent of the parent or eligible student only as specifically provided by federal law. Except as otherwise permitted by federal law, when personally identifiable information from a student's record is released or disclosed to someone other than a parent or eligible student without their written consent, the party to whom the information is released must agree not to disclose the information to any other party without the prior written consent of the parent or eligible student.

The superintendent shall employ reasonable methods to ensure that teachers and other school officials obtain access only to those education records in which they have legitimate educational interests.

3. Release of Directory Information

Permission of the parent or eligible student is not required for the release of information that is designated as directory information by the board, provided that the parent or eligible student has been given proper notice and an opportunity to opt out. (See policy 4002, Parental Involvement.)

a. The board designates the following student record information as directory information:

- (1) name;
- (2) address;
- (3) telephone listing;
- (4) electronic mail address;
- (5) photograph or digital image, including still or video images of a student engaged in ordinary school activities;
- (6) date and place of birth;
- (7) participation in officially recognized activities and sports;
- (8) weight and height of members of athletic teams;
- (9) dates of attendance;
- (10) grade level;
- (11) diplomas (including endorsements earned), industry credentials/certifications, and awards received; and
- (12) most recent previous school or education institution attended by the student.

b. The telephone number and actual address of a student who is or whose parent is a participant in the North Carolina Address Confidentiality Program is not considered directory information and will not be released, except as required by law.

c. Information about a homeless student's living situation is not considered directory information and will not be released.

d. As required by law, the names, addresses, and telephone numbers of secondary school students shall be released, upon request, to military

recruiters or institutions of higher learning, whether or not such information is designated directory information by the school system. Students or their parents, however, may request that the student's name, address, and telephone number not be released without prior written parental consent. School officials shall notify parents of the option to make a request and shall comply with any requests made.

- e. All requests for directory information must be submitted to the superintendent or designee for approval. The superintendent is directed to establish regulations regarding the release of directory information. At a minimum, the regulations must:

- (1) specify the types of organizations that are eligible to receive directory information and for what purposes;
- (2) provide for equal disclosure to organizations that are similar in purpose; and
- (3) authorize access to directory information to recruiters of military forces of the state or United States for the purpose of informing students of educational and career opportunities available in the military to the same extent that such information is made available to persons or organizations that inform students of occupational or educational options.

4. **Records of Students with Disabilities**

Students with recognized disabilities must be accorded all rights in regard to their records as provided by state and federal law, including the Individuals with Disabilities Education Act.

5. **Disclosure of De-Identified Information**

Education records may be released without consent of the parent or eligible student if all personally identifiable information has been removed. Personally identifiable information includes both direct and indirect identifiers that, alone or in combination, would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

Unless specifically permitted by law, records that have been de-identified must not be released without the consent of the parent or eligible student if school officials reasonably believe that the person requesting the information knows the identity of the student to whom the education record relates.

I. WITHHOLDING RECORDS

School system administrators shall not withhold records upon a valid request by a parent, eligible student, or school to which the student is transferring for any reason, including in order to collect fines assessed to the parent or student.

J. RECORD OF ACCESS AND DISCLOSURE

The principal or designee shall maintain a record in each student's file indicating all persons who have requested or received personally identifiable information from a student's record and the legitimate reason(s) for requesting or obtaining the information. This requirement does not apply to requests by or disclosure to parents, eligible students, school officials, parties seeking directory information, a party seeking or receiving the records under a court order or subpoena that prohibits disclosure, or those individuals with written parental consent.

K. DESTRUCTION OF STUDENT RECORDS

To the extent required by law, school officials shall maintain student records in accordance with the applicable records retention and disposition schedule(s) issued by the North Carolina Department of Natural and Cultural Resources. ~~School officials shall only destroy student records in accordance with state and federal law and the *Records Retention and Disposition Schedule for Local Education Agencies*.~~ After notifying parents, school officials may destroy student records when the records are no longer needed to provide educational services to the student or to protect the safety of the student or others. School officials must destroy student records if the parent or eligible student requests their destruction and if such records are no longer needed to provide educational services to the student or to protect the safety of the student or others. School officials shall not destroy student records if there is an outstanding request to inspect the particular records.

L. LONGITUDINAL DATA SYSTEM

School system administrators will comply with the data requirements and implementation schedule for the North Carolina Longitudinal Data System (NCLDS) and will transfer designated student record data to the system in accordance with the NCLDS data security and safeguarding plan and all other requirements of state law, provided that doing so does not conflict with the requirements of FERPA.

Legal References: Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, h, 34 C.F.R. pt. 99; Individuals with Disabilities Education Act, 20 U.S.C. 1411 *et seq.*; Elementary and Secondary Education Act, 20 U.S.C. 7908; McKinney-Vento Homeless Assistance Act, 42 U.S.C. 111431 *et seq.*; G.S. 7B-302, -3100, -3101; 14-208.29; 115C-47(26), -109.3, -402, -403, -404, -407.5; 116E-6; *Records Retention and Disposition Schedule for Local Education Agencies*, N.C. Department of Natural and Cultural Resources (1999), available at <https://archives.ncdcr.gov/government/retention-schedules/local-government-schedules#localschedules>; *General Records Schedule for Local Government Agencies*, N.C. Department of Natural and Cultural Resources (2019), available at <https://archives.ncdcr.gov/documents/general-records-schedule-local-government-agencies>

Cross References: Parental Involvement (policy 4002), Student and Parent Grievance Procedure (policy 4010), Special Education Programs/Rights of Students with Disabilities (policy 3520), Children of Military Families (policy 4050), Homeless Students (policy 4125), North Carolina Address Confidentiality Program (policy 4250/5075/7316), Disciplinary Action for Exceptional Children/Students with Disabilities (policy 4307), Student Discipline Records (policy 4345), Confidentiality of Personal Identifying Information (policy 4705/7825), Surveys of Students (policy 4720), Public Records – Retention, Release, and Disposition (policy 5070/7350)

Adopted: January 12, 2015

Replaces: Policy 5.06.20, Maintenance of Student Records

Revised: January 28, 2016; November 13, 2017; June 11, 2018; September 9, 2019

The Watauga County Board of Education (the "board") recognizes the valuable contributions that school volunteers make to the learning process and the educational goals of the school system. Instructional programs are enhanced through the contributions of students, parents, community members, and local business and industry. These volunteers contribute time, resources, and expertise that assist the school system to reach the goal of providing a sound basic education to all children.

The superintendent shall provide for parents to be notified of their right to take four hours of leave from their jobs every year in order to volunteer in their child's school as stated in G.S. 95-28.3.

The board encourages school administrators to develop and implement plans and procedures for utilizing school volunteers. The superintendent and designees are responsible for implementing and supervising school volunteer programs. School volunteer programs must provide the following:

1. adequate screening of volunteers based upon the amount of contact they will have with students;
2. the requirement that volunteers comply with policy 5020, Visitors to the Schools;
3. reasonable supervision of volunteers based upon the amount of student contact they will have and on other appropriate factors; and
4. adequate training of volunteers, including familiarizing volunteers with applicable laws, board policies, (including policy 4040/7310, Staff-Student Relations) administrative procedures and school rules.
5. Registered Sex Offenders are banned from all Watauga County Schools property except under the conditions set forth in board policies 5022, Registered Sex Offenders and 4260, Student Sex Offenders.

All school volunteers are expected to be professional and dependable in their volunteer activities. All school visitors, including school volunteers, must report immediately to the administrative office at the school to request and receive permission to be in the school. If any school employee becomes aware that an individual is in a school without having received permission, the employee must direct the individual to the administrative office or notify the principal, depending on the circumstances.

Legal References: G.S. 95.28.3; 115C-36, -47, -203 to -209.1

Cross References: Parental Involvement (policy 4002), Staff-Student Relations (policy 4040/7310), Visitors to the Schools (policy 5020), Registered Sex Offenders (policy 5022), Student Sex Offenders (policy 4260)

Adopted: February 8, 2016

Replaces: Policy 2.04.50, School Volunteers

EMERGENCY CLOSINGS

Policy Code:

5050

The superintendent shall develop procedures for the temporary closing of a school or all schools in the school system because of inclement weather or any other unforeseen occurrence that presents a threat to the safety of students and employees or causes major damage to school property. The superintendent shall notify parents, members of the Watauga County Board of Education (the "board"), the news media and other interested parties of a decision to close a school or schools as soon as it is feasible to do so under the circumstances.

In the event that an emergency closing is for a definite period exceeding one week, the superintendent shall notify the members of the board of education before making a formal announcement of the closing. A decision to close one or more schools for an indefinite period that is anticipated to exceed one week shall be made by the superintendent in consultation with the members of the board of education.

Legal References: G.S. 115C-36, -47

Cross References: Bad Weather Procedures (regulation 5050-R)

Adopted: February 8, 2016

Revised:

Replaces: Board policy 2.03.10, Bad Weather Procedures

The Watauga County Board of Education (the “board”) recognizes that students may need to take medication during school hours. This may enable students to attend school, improve or maintain their health status, and/or improve their potential for learning. School personnel may administer medication prescribed by a health care practitioner upon the written request of a student’s parent. In limited circumstances, as outlined in Section C, a student may be authorized to self-administer medications. To minimize disruptions to the school day, students should take medications at home rather than at school whenever feasible. School officials may deny a request to administer any medication that could be taken at home or when, in the opinion of the superintendent or designee in consultation with school nursing personnel, other treatment options exist and the administration of the medication by school personnel would pose a substantial risk of harm to the student or others.

For purposes of this policy, all references to “parent” include parents, legal guardians, and legal custodians. In addition, for purposes of this policy, the term “health care practitioner” is limited to licensed medical professionals who are legally authorized to prescribe medications under North Carolina law, such as doctors of medicine, doctors of osteopathic medicine, physician assistants, and nurse practitioners.

Unless otherwise indicated, the terms “medication” and “medicine” include any substance intended for use in the diagnosis, cure, mitigation, treatment, or prevention of any disease. The term includes all prescription medications and all such substances available over-the-counter without a prescription, such as drugs, herbs, alternative medicines, and supplements (hereinafter “over-the-counter drugs”). The administration of any prescription or over-the-counter drug to students by school employees is prohibited except when performed in accordance with Section A.

The self-administration of any prescription or over-the-counter drug by students at school is prohibited and constitutes a violation of policy 4325, Drugs and Alcohol, except in the limited circumstances described in Section C.

The administration, including by parents, school employees, or self-administration, of any substance containing cannabidiol (CBD) or tetrahydrocannabinol (THC) at school is prohibited unless (1) authorized by and administered by a caregiver in accordance with G.S. 90-94.1 and G.S. 90-113.101 for the treatment of intractable epilepsy, or (2) the CBD or THC product is available by prescription only and has been approved by the U.S. Food & Drug Administration (FDA); and all requirements of this policy are met.

A. MEDICATION ADMINISTRATION BY SCHOOL EMPLOYEES

1. Conditions for Administering Medication

Authorized school employees may administer medication to students when all of the following conditions are met. These conditions apply to all medications, including those available over-the-counter without a prescription.

- a. Parental Consent: The student’s parent must make a signed, written request

that authorizes school personnel to administer the medication to the student.

- b. Medication Authorization/Order: A health care practitioner must prescribe the medication for use by the student and provide explicit written instructions for administering the medication.
- c. Certification of Necessity: The student's health care practitioner must certify that administration of the medication to the student during the school day is necessary to maintain and support the student's continued presence in school.
- d. Proper Container/Labeling: If the medication to be administered is available by prescription only, the parent must provide the medication in a pharmacy-labeled container with directions for how and when the medicine is to be given. If the medication is available over-the-counter, it must be provided in the original container or packaging, labeled with the student's name.
- e. Proper Administration: A trained school employee must administer the medication pursuant to the health care practitioner's written instructions provided to the school by the student's parent, and in accordance with professional standards.

The board of education and its employees assume no liability for complications or side effects of medication when administered in accordance with the instructions provided by the parent and health care practitioner.

2. Procedures for Administering Medications

The superintendent shall develop procedures for the implementation of this policy. These procedures and a copy of this policy must be made available to all students and parents each school year and will be posted on the Watauga County School System website. The superintendent's procedures should be developed according to the guidelines listed below.

- a. The health and welfare of the student must be of paramount concern in all decisions regarding the administration of medication.
- b. Procedures for medication administration must be consistent with recommendations of the School Health Unit of the Children & Youth Branch of the N.C. Division of Public Health, as described in the *North Carolina School Health Program Manual*.
- c. Students with special needs are to be afforded all rights provided by federal and state law as enumerated in the *Policies Governing Services for Children with Disabilities*. Students with disabilities also are to be afforded all rights provided by anti-discrimination laws, including Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

- d. Except as permitted by this policy, nNo student may possess, use, sell, deliver, or manufacture possess, use, or transmit any drug or counterfeit drug prohibited by policy 4325, Drugs and Alcohol, nor be under the influence of any drug in violation of that policy.
 - e. The board generally encourages school personnel to administer medication from a centralized location. However, in all instances, whether administered from a centralized location or multiple locations, any medications kept at school for a student must be kept in a locked and secure place. An exception to the requirement for locked storage may be made for emergency medications that must be immediately accessible.
 - f. All school personnel who will be administering medications must receive appropriate training from the school nurse or other qualified health personnel that includes safety and administration procedures and documentation of the training will be available on request.
 - g. Only medications clearly prescribed for the student may be administered by school personnel. At the time a parent brings a medication to school for administration, if school personnel have concerns regarding the appropriateness of the medication or dosage for a student, a confirmation should be obtained from the student's health care practitioner or another health care practitioner prior to administering the medication or allowing the student to self-administer the medication. Self-administration of a medication by a student is allowed only as specified in section C of this policy.
 - h. Although efforts should be made not to disrupt instructional time, a parent has the right to administer medication to his or her child at any time while the child is on school property, unless otherwise prohibited by this policy.
 - i. Written information maintained by school personnel regarding a student's medicinal and health needs is confidential. Parents and students must be accorded all rights provided by the Family Educational Rights and Privacy Act and state confidentiality laws. Any employee who violates the confidentiality of the records may be subject to disciplinary action.
- 3. The school principal shall designate school staff to receive appropriate training and to administer medication in the absence of the school nurse or qualified nurse substitute. The principal will keep records of medication administered, including the time and name of the person administering the medication.
 - 4. The School Nurse will:

- a. Administer medication according to Watauga County School Board and School Health policies, School Nurse Standards of Practice, the North Carolina Nurse Practice Act, the NC School Health Program Manual, current addition, and North Carolina law regarding administration of medication;
- b. Maintain current knowledge of the effective use of drugs and treatments used by the school aged child and the possible side effects;
- c. Obtain all necessary training and possess the abilities to properly administer medication and perform treatments in the school setting, to monitor potential side effects, and to properly document such.

B. EMERGENCY MEDICATION

Students who are at risk for medical emergencies, such as those with diabetes, asthma, or severe allergies, must have an emergency health care plan developed for them to address emergency administration of medication. Students must meet the requirements of subsection A.1, above, including providing authorization and instructions from the health care practitioner and written consent of the parent, in order for emergency medication to be administered by school personnel while the student is at school, at a school sponsored activity, and/or while in transit to or from school or a school-sponsored event.

C. STUDENT SELF-ADMINISTERING MEDICATIONS

The board recognizes that students with certain health conditions like diabetes or asthma, or an allergy that could result in an anaphylactic reaction, may need to possess and self-administer medication on school property in accordance with their individualized health care plan or emergency health care plan.

The board also recognizes that students with diabetes may need to possess and self-administer certain medication on school property. Students are prohibited from self-administering medication at school unless (1) As used in this section of the policy, "medication" refers to a the medicine has been prescribed for the treatment of diabetes, asthma or anaphylactic reactions, including and includes insulin or a source of glucose, a prescribed asthma inhaler, or a prescribed epinephrine auto-injector; (2) the medicine is administered in accordance with the student's individualized health care plan or emergency health care plan and any relevant administrative regulations; and (3) the requirements of this section are met. "Diabetes medication" means a medication prescribed for the treatment of diabetes and includes insulin or glucose. The superintendent shall develop procedures for the possession and self-administration of such medication by students on school property, during the school day, at school-sponsored activities, and/or while in transit to or from school or school-sponsored events.

1. Authorization to Self-Administer Medication

Before a student will be allowed to self-administer medication pursuant to this section, the student's parent must provide to the principal or designee all of the documents listed below:

- a. written authorization from the student's parent for the student to possess and self-administer the medication;
- b. a written statement from the student's health care practitioner verifying that:
 - 1) the student has diabetes or asthma, or an allergy that could result in anaphylactic reaction;
 - 2) the health care practitioner prescribed the medication for use on school property during the school day, at school-sponsored activities, or while in transit to or from school or school-sponsored events; and
 - 3) the student understands, has been instructed in self-administration of the medication, and has demonstrated the skill level necessary to use the medication and any accompanying device;
- c. a written treatment plan and written emergency protocol formulated by the prescribing health care practitioner for managing the student's diabetes, asthma, or anaphylaxis episodes and for medication use by the student;
- d. a statement provided by the school system and signed by the student's parent acknowledging that the board of education and its employees and agents are not liable for injury arising from the student's possession and self-administration of the medication; and
- e. any other documents or items necessary to comply with state and federal laws.

Prior to being permitted to self-administer medication at school, the student also must demonstrate to the school nurse, or the nurse's designee, the skill level necessary to use the medication and any accompanying device.

The student's parent must provide to the school backup medication that school personnel are to keep in a location to which the student has immediate access in the event the student does not have the required medication.

All information provided to the school by the student's parent must be reviewed by the school nurse and kept on file at the school in an easily accessible location. Any permission granted by the principal or designee for a student to possess and self-administer medication will be effective only for the same school for 365 calendar days. Such permission must be renewed each school year.

2. Responsibilities of the Student

A student who is authorized in accordance with this policy to carry medication for self-administration must carry the medication in the original labeled container with the student's name on the label.

3. Consequences for Improper Use

A student who uses his or her medication in a manner other than as prescribed or who permits another person to use the medication may be subject to disciplinary action pursuant to the school disciplinary policy. However, school officials shall not impose disciplinary action on the student that limits or restricts the student's immediate access to the diabetes, asthma, or anaphylactic medication.

The board does not assume any responsibility for the administration of medication to a student by the student, the student's parent, or any other person who is not authorized by this policy to administer medications to students.

Legal References: Americans with Disabilities Act, 42 U.S.C. 12134, 28 C.F.R. pt. 35; Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.*, 34 C.F.R. pt. 300; Rehabilitation Act of 1973, 29 U.S.C. -705(20), -794, 34 C.F.R. pt. 104; G.S. 90-94.1, -113.101; 115C-36, -307(c), -375.1, -375.2, -375.2A, -375.3; *Policies Governing Services for Children with Disabilities*, State Board of Education Policy EXCP-000

Cross References: Parental Involvement (policy 4002), Drugs and Alcohol (policy 4325), Emergency Epinephrine Auto-Injector Devices (policy 5024/6127/7266)

Other References: *North Carolina School Health Program Manual* (N.C. Dept. of Health and Human Services, Div. of Public Health, School Health Unit, 6th ed. 2014), available at <https://www2.ncdhhs.gov/dph/wch/lhd/manuals.htm>

Adopted: April 11, 2016

Revised: August 14, 2017 (Legal references only); July 9, 2018; April 8, 2019

Replaces: Board policy 5.03.10, Medication Administration

The Watauga County Board of Education (the "board") is the sole entity authorized to execute formal contracts between the school system and any firm or person offering to provide materials, equipment, or services to the school system. Creditors are on notice that the board may choose not to honor contracts entered into by school or school system officials without authority to enter into contracts.

A. AUTHORIZATION TO ENTER INTO CONTRACTS

No contract requiring the expenditure of funds may be entered into unless the budget resolution adopted pursuant to policy 8110, Budget Resolution, authorizes the expense and there is a sufficient unencumbered balance to pay the amount to be disbursed. (See policy 6421, Preaudit and Disbursement Certifications.) No contract may be entered into with a restricted company, as listed by the state treasurer in accordance with G.S. 147, art. 6E or 6G, except as permitted by those laws.

Any contract for materials, equipment, or services involving expenditures in excess of \$90,000 must be approved in advance by the board unless provided otherwise in board policy. (Approval requirements for construction and repair contracts are established in policy 9120, Bidding for Construction Work.) Unless otherwise prohibited by statute or regulation, the superintendent or designee is authorized to enter into contracts or approve amendments to contracts for materials, equipment, supplies, or services involving amounts up to \$90,000-, except board approval is required for contracts and change orders that would result in more than \$90,000— being paid to the same vendor during the same fiscal year or any consecutive 12-month period. However, ~~e~~Change orders for construction and repair contracts are subject to the requirements of policy 9030, Facility Construction, not this provision.

To provide greater flexibility at the school level, the superintendent also may establish circumstances in which principals may enter contracts involving amounts up to \$5,000. The superintendent, with appropriate involvement of the finance officer, shall establish any procedures necessary to ensure fiscal accountability and reporting by principals who enter into contracts.

At least monthly, the superintendent shall report to the board all contracts and contract amendments approved by the superintendent under this policy that exceed \$30,000.

B. CONTRACT FORMS

The board attorney shall review any contract forms developed for use by a school or the school system.

C. LEASE PURCHASE CONTRACTS

The finance officer must approve any request to enter lease purchase contracts as authorized by G.S. 115C-528, regardless of the dollar amount. After considering the principal and amount of interest, the superintendent must determine that the lease purchase is a fiscally prudent choice that is consistent with board policy.

The finance officer shall provide the board with periodic reports on lease purchase contracts, including the amount of the principal, interest paid, and the amount of the outstanding obligation.

D. OTHER APPLICABLE POLICIES AND LAWS

Purchases may be made through the State Division of Purchase and Contract in accordance with the Division's rules and regulations, as authorized by G.S. 115C-522.

All contracts involving construction or repair work or purchase of apparatus, supplies, materials, or equipment must be undertaken in compliance with Chapter 143 of the North Carolina General Statutes, except as provided elsewhere by state law. Contracts must also comply with applicable board policies, including, but not limited to, policies 6430, Purchasing Requirements for Equipment, Materials, and Supplies; 6450, Purchase of Services; 9030, Facility Construction; 9110, Use and Selection of Architects, Engineers, Surveyors, and Construction Managers At Risk; and 9120, Bidding for Construction Work.

All contracts subject to the E-Verify requirement will contain a provision stating that the contractor and the contractor's subcontractors must comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Legal References: G.S. 64, art. 2; 115C-36, -47, -264, -440, -441, -522, -528; 143-49 and art. 8; 147 art. 6E, art. 6G

Cross References: Preaudit and Disbursement Certifications (policy 6421), Purchasing Requirements for Equipment, Materials, and Supplies (policy 6430), Purchase of Services (policy 6450), Budget Resolution (policy 8110), Facility Construction (policy 9030), Use and Selection of Architects, Engineers, Surveyors, and Construction Managers At Risk (policy 9110), Bidding for Construction Work (policy 9120)

Adopted: February 8, 2016

Revised: May 9, 2016; November 14, 2016; March 15, 2018; August 13, 2018

CROWDFUNDING ON BEHALF OF THE SCHOOL SYSTEM

Policy Code: **7360/8225**

For purposes of this policy, crowdfunding is the practice of using online sites to solicit donations, whether monetary or in-kind, on behalf of the school system. A crowdfunding campaign is considered to be on behalf of the school system if it uses imagery or language that would lead a reasonable person to believe that (1) the school system is associated with the campaign or (2) the campaign has the purpose or effect of providing resources or a benefit to the school system.

The Watauga County Board of Education (the "Board") recognizes that crowdfunding campaigns are increasingly being used by employees to fund specific projects or programs. By aggregating donations from a broad and potentially diverse group of donors, crowdfunding has the potential to provide additional revenue and resources to classrooms and programs. Crowdfunding also has the potential to promote morale among employees by rewarding hard work and dedication.

Despite the positive aspects of crowdfunding, the unregulated use of the practice can subject the school system and the employee engaging in crowdfunding to potentially significant legal liability. The purpose of this policy is to establish a balanced approach that regulates and provides parameters for crowdfunding on behalf of the school system.

Parent organizations engaging in fundraising are subject to policy 5010, Parent Organizations, and are exempt from this policy. The Board reserves the right to designate additional groups or individuals as exempt from this policy.

A. UNAPPROVED CROWDFUNDING PROHIBITED

Crowdfunding on behalf of the school system is prohibited unless undertaken by an employee with prior written approval under this policy. No action towards initiating a crowdfunding campaign on behalf of the school system may be taken until the campaign is approved in writing pursuant to this policy.

No employee or student will be compelled to initiate or participate in a crowdfunding campaign on behalf of the school system. Students are permitted to participate in publicizing an employee's approved crowdfunding campaign but are prohibited from otherwise engaging in crowdfunding on behalf of the school system. Employees or students who participate in crowdfunding on behalf of the school system are acting in their capacity as employees or students and are subject to all rules governing employee and student conduct.

Except in furtherance of an approved campaign, employees are prohibited from doing any of the following as part of a crowdfunding campaign: identifying as an employee of or stating an association with the school system; using a school system email address, school name, logo, or mascot; or linking to or referencing any school website, social media site, platform, or account associated with the school system.

Approved crowdfunding campaigns will operate in compliance with all laws and other board policies and regulations, including policies 6401/9100, Ethics and the Purchasing Function; 8210, Grants and Funding for Special Projects; and 8220, Gifts and Bequests, except as otherwise provided in this policy.

B. APPROVAL REQUEST FORM

An employee seeking approval of a crowdfunding campaign shall provide the following information on a form designated for this purpose (hereinafter referred to as the "approval request form"):

1. the employee's name, job title, school, and email address;
2. the approved crowdfunding website to be used;
3. the nature and quantity or amount of donations being requested;
4. the classroom, program, or activity to be benefitted and the educational purpose to be served;
5. the exact language that will be used in the crowdfunding campaign, as well as any graphics that will be included;
6. the start and end dates of the crowdfunding campaign; and
7. a statement of recognition by the requester that any proceeds of the campaign are school property.

The approval request form will be made available in school offices and on the school system's website.

C. PROCESS FOR APPROVAL OF REQUESTS

Notwithstanding anything to the contrary in policy 8220, Gifts and Bequests, the terms of this section control the approval of proposed online crowdfunding campaigns.

1. Review by the Principal

To be eligible for approval under this policy, employees must submit in writing a fully completed approval request form to the principal. The principal has authority to approve proposed campaigns seeking a dollar value up to \$5,000. Regardless of the amount sought to be donated, the principal has authority to deny a proposed campaign because the campaign is not in compliance with the requirements of this policy or because, in the judgment of the principal, the proposed campaign would produce unacceptable inequity in the educational environment.

If a proposed campaign seeks a dollar value in excess of \$5,000, and the principal believes that the proposed campaign is in compliance with the requirements of this policy and should be accepted, the principal shall refer the proposed campaign to the superintendent or designee.

2. Review by the Superintendent

The superintendent or designee shall review referred approval request forms and seek additional information about proposed campaigns as appropriate. The superintendent or designee has authority to approve proposed campaigns seeking a dollar value up to \$90,000. Regardless of the amount sought to be donated, the superintendent or designee may deny a referred campaign because the campaign is not in compliance with the requirements of this policy or because, in the judgment of the superintendent or designee, the proposed campaign would produce unacceptable inequity in the educational environment.

If a proposed campaign seeks a dollar value in excess of \$90,000, and the superintendent or designee believes that the proposed campaign is in compliance with the requirements of this policy and should be accepted, the superintendent or designee shall refer the proposed campaign to the Board.

3. Review by the Board

Only the Board has the authority to approve a campaign that seeks a dollar value in excess of \$90,000. After considering the superintendent's or designee's recommendation, the Board will decide whether to approve the proposed campaign.

D. REQUIREMENTS FOR APPROVED REQUESTS

Crowdfunding requests will not be approved unless the proposed campaign:

1. meets all requirements of board policy and any applicable administrative regulations, and is consistent with the requirements of Title IX, FERPA, the IDEA, and any other applicable laws;
2. uses a crowdfunding site that has been approved by the superintendent pursuant to Section E;
3. is consistent with the school system's approved curriculum;
4. does not solicit funds for items or projects that are religious or political in nature or that have a religious or political purpose;
5. seeks donations that are compatible with the school system's technology, as confirmed by the technology director;

6. has a specific, pre-determined beginning and ending date;
7. does not disparage the school system or any of its buildings, programs, representatives, employees, or students;
8. does not include pictures or the identifying or confidential information of any school system student, unless specifically approved by the student's parent or guardian in writing and attached to the approval request form;
9. furthers the educational mission of the school and is not used for the unrelated personal gain of any individual;
10. does not result in donations being delivered directly to the requester;
11. is not contingent on the school system matching funds or making any expenditure;
12. does not request food or beverage items inconsistent with Smart Snack Standards, Section C of Policy 6140, Student Wellness, or nutrition standards set by the school system or school; and
13. does not suggest or state that the donation sought is required for or integral to a student's special education program, a student's ability to achieve his or her IEP goals, or the participation of students with disabilities in any school program.

Any crowdfunding campaign that does not fully comply with the requirements of this policy is prohibited. It is the responsibility of the employee implementing an approved crowdfunding campaign to ensure that all applicable policies, regulations, and laws, including the requirements of the crowdfunding site, are followed.

The school system reserves the right to terminate any approved crowdfunding campaign or refuse any donation for any reason and at any time, including if it believes the donation was acquired in violation of board policy, regulation, or other law.

E. APPROVED CROWDFUNDING SITES

The superintendent or designee shall create a list of approved crowdfunding sites. All approved crowdfunding sites must (1) be operated by an entity with no known significant history of fraud, unlawful activity, financial mismanagement, or other misconduct and (2) have a policy requiring all donations on behalf of the school system to go directly to the school system. The superintendent or designee shall encourage the use of sites that are focused on K-12 education.

If no site meets these requirements or the superintendent or designee does not approve any sites, no crowdfunding requests will be approved.

F. PROCESSING AND ALLOCATING DONATIONS

All monetary donations will be made payable to and deposited in an individual school account where the employee is associated. If the monetary donation involves the electronic transfer of funds, the principal shall ensure that the transfer is made properly and in accordance with acceptable standards of practice. All in-kind donations must be inventoried in accordance with policy 8350, Fixed Assets Inventory, by the individual school where the employee is associated. The school finance officer shall ensure that all donations are processed in a manner consistent with the School Budget and Fiscal Control Act and any other applicable law.

All donations, regardless of their form, obtained through crowdfunding on behalf of the school system are school property. As a general matter, the employee who completed an approved crowdfunding campaign should be given preference in the use of the donations obtained. Employees shall only use donations from a crowdfunding campaign for the approved purpose stated in the campaign. The school system reserves the right to transfer donations to a different use at the Board's discretion.

G. RECORDKEEPING

After donations obtained through an approved crowdfunding campaign have been utilized, the employee must file a written report with the principal detailing how the donations were used and how students benefited.

Legal References: 7 C.F.R. 210.11; G.S. 115C-36, -47; The School Budget and Fiscal Control Act, G.S. 115C, art. 31

Cross References: Technology in the Educational Program (policy 3220), Parent Organizations (policy 5010), Collections and Solicitations (policy 5220), Student Wellness (policy 6140), Ethics and the Purchasing Function (policy 6401/9100), Grants and Funding for Special Projects (policy 8210), Gifts and Bequests (policy 8220), Fixed Assets Inventory (policy 8350), Individual School Accounts (policy 8410)

Other Resources: *Crowdfunding in K-12: Developing a Vision that Informs Policy*, EdSurge Research (2019), available at <https://www.edsurge.com/research/reports/crowdfunding-in-k-12-developing-a-vision-that-informs-policy>; Dave Yost, *Special Report on Crowdfunding Classrooms*, Office of the Ohio Auditor of State (July 11, 2018), available at <https://www.ohioauditor.gov/publications/2018%20crowdfunding%20report%20FINAL.pdf>; *Crowdfunding in K-12 Education*, National School Boards Association (April 2018), available at <https://www.nsba.org/newsroom/american-school-Board-journal/asbj-april-2018/online-only-crowdfunding-k-12-education>

Adopted: